

DIVIDER

LIBER NO

231

thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest: as to all:

David R. Willetts

John O. Thomas (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 23 day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John O. Thomas the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared F. Earl Kreitzburg Cashier and Agent of the Frostburg National Bank the within named Mortgagee and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Robert C. Ferree, Notary Public.

Otis O. Sterne et ux

Mortgage

To Filed and Recorded January 25 " 1950 at 3:10 P.M.

William T. Stearn et ux

THIS MORTGAGE, made this 24th day of January in the year Nineteen Hundred and Fifty by and between Otis O. Sterne and Shirley L. Sterne his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and William T. Stearn and Dorothy V. Stearn, his wife, hereinafter called Mortgagees, which expression shall include their heirs personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Eight Thousand Five Hundred One Dollars and Thirty-nine Cents, (\$8,501.39) together with the interest thereon at the rate of Four Per Centum (4%) per annum from February 1, 1950. The said Mortgagors hereby covenant and agree to make payments of not less than Fifty Dollars (\$50.00) on or before the first day of each month on account of the principal and interest as herein stated, the interest to be computed monthly at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness. The first of said monthly payments shall be made on or before February 1, 1950 and continue each month thereafter until the full amount of the principal and interest are paid.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is therefore, a Purchase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property to-wit:

All that lot or parcel of ground known and designated as Lot No. 3 of the William T. Stearn Sub-division of Lots, situated on the East side of Karns Avenue, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Karns Avenue at the end of the first line of Lot No. 2 of said Sub-division and running thence with the easterly side of said Karns Avenue North 24 degrees 13 minutes West 19.2 feet, thence still with the easterly side of said Karns Avenue, North 37 degrees 30 minutes West 28.55 feet, thence leaving Karns Avenue at right angles thereto and running with the southeasterly side of a twenty-five foot street as shown on the plat of the Sub-division of Lots of William T. Stearn North 52 degrees 40 minutes East 170 feet, thence leaving said side of said twenty-five foot street, and running South 56 degrees 48 minutes East 33.1 feet, thence South 27 degrees 48 minutes East 16 feet to the end of the second line of said Lot No. 2 and with said second line reversed, South 52 degrees 40 minutes West 181.6 feet to the place of beginning.

IT being the same property which was conveyed unto the said Mortgagors by William T. Stearn et al by deed dated January 24th 1950 and duly recorded among the Land Records of Allegany County, Maryland.

Together with the right to use a certain twenty-five foot wide street situated on the northwesterly side of the lot herein described and conveyed, all as set forth in the deed above referred to, special reference to which said deed is hereby made for a full and complete recital thereof.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Eight Thousand Five Hundred One Dollars and Thirty-nine Cents, (\$8,501.39) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying in the meantime all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage

Compared and Mailed Delivered
To Mr. 115 Keweenaw Rd.
Jan 27 1950

including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Eight Thousand Five Hundred One Dollars and Thirty-nine Cents, (\$8,501.39), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Robert W. Young

Otis O. Sterne (Seal)

Shirley L. Sterne (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 24th day of January in the year 1950, before me the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Otis O. Sterne and Shirley L. Sterne, his wife, the within named Mortgagors and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared William T. Stearn and Dorothy V. Stearn his wife, the within named Mortgagees and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Robert W. Young, Notary Public.

James C. Ansel et ux

To Filed and Recorded January 25 1950 at 10:20 A.M.

Anthony Bostjancic et ux

THIS DEED OF RELEASE made this 21st day of January, 1950, by and between James C. Ansel and Sara G. Ansel his wife, of Allegany County, Maryland, Witnesseth, that,

WHEREAS by mortgage dated July 26th, 1947 and recorded in Liber No. 200, folio 578, from Anthony Bostjancic and Frances C. Bostjancic his wife, the property hereinafter mentioned was conveyed to the said James Ansel and wife to secure the payment of said mortgage indebtedness;

AND WHEREAS, said mortgage indebtedness has now been fully paid and satisfied, and it is the desire of the said James Ansel and wife that the same be released.

NOW, THEREFORE, this deed witnesseth, that in consideration of the premises, and of the payment of said mortgage indebtedness in full, receipt of which is hereby acknowledged, the said James Ansel and Sara Ansel, his wife, do hereby give, grant, bargain, sell, release, convey and confirm unto the said Anthony Bostjancic and Frances Bostjancic, his wife, all that property situated and lying in Election District No. 26, along the Lonaconing Road,

near Frostburg, Maryland, and set forth and described by metes and bounds in a deed from Julia A. Ansell, et al., to Anthony Bostjancic and Frances Bostjancic, dated July 26th, 1947, and recorded in Liber No. 216, folio 538, one of the land records of Allegany County, Md.,

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Anthony Bostjancic and Frances Bostjancic, his wife, their heirs and assigns, forever, in fee simple, free, clear and discharged of the mortgage debt aforesaid.

WITNESS our hands and seals on the day and year above written.

Test: Harry G. Thorpe

James C. Ansel (Seal)

Sara G. Ansel (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 21st day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared James C. Ansell and Sara G. Ansell his wife, and did each acknowledge the foregoing deed of release to be their act and deed.

WITNESS my hand and notarial seal.

(Notarial Seal)

William L. Wilson, Jr., Notary Public.

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James Teter

Chattel Mortgage

To Filed and Recorded January 25 1950 at 8:30 A.M.

National Discount Corporation

(Stamps \$1.10)

THIS CHATTEL MORTGAGE, Made this 14th day of January 1950 by James Teter Mortgagor and National Discount Corporation Mortgagee.

Loan Computation:

Interest \$96.33 Service Charge \$20.00 Insurance \$92.65 Recording Fees 2.60 To Maker \$858.79

Total Loan \$1070.37

WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of One Thousand Seventy and 37/100 Dollars, which said sum the said Mortgagor has agreed to repay in Seventeen consecutive Mo. installments of Fifty Nine and 46/100 Dollars, and One Final installment of Fifty Nine and 55/100 Dollars, all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1947	Pontiac	2 Door Sedan	P8MB20568	Serial # Same

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

James Teter (Seal)

Witness: J. M. Snyder

56 Bedford St
Cumb. Md.

Compared and Mailed
To Mr. Teter
19 50

Provided that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$965.84 Dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage, or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at or near 11-1/2 Broadway, Frostburg, in Allegany County, Maryland, except when actually being used by the said Mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$ full value, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of fire to insure to the benefit of the mortgagee to the extent of its lien or claim thereon, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 25th day of January, in the year 1950.

Attest: Ralph M. Race

Mayo Allison Kreiling (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 25th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Mayo Allison Kreiling, the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County Maryland, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

Raymond J. Grabenstein et ux Filed and Recorded January 27th 1950 at 4:00 P.M. Mortgage
Cumberland Savings Bank of Cumberland, Maryland (Stamps \$1.10)

This Mortgage, Made this 27th day of January

in the year Nineteen Hundred and Fifty, by and between
Raymond J. Grabenstein and Orintha Grabenstein, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, with offices in Cumberland,

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Twelve Hundred (\$1200.00) Dollars to be repaid with interest at the rate of six per cent per annum, computed monthly in payments of at least \$20.00 per month, the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accrued thereon shall have been paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Raymond J. Grabenstein and Orintha Grabenstein his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

~~xxxxxx~~ and assigns, the following property, to-wit: All that part of Lot, piece or parcel of ground, lying and being on the West side of Virginia Avenue (Fronting 30 feet on said Avenue) in the City of Cumberland, Allegany County, Maryland, the same being a part of Lot No. 493, on the Plat of Walsh's Addition to South Cumberland, Maryland, and described as follows: Beginning for the same at a point on the first line of the whole Lot No. 493 of said Addition, four feet distant from the beginning thereof; and running thence with said first line of the whole Lot No. 493 and with the West side of said Virginia Avenue, North 28 degrees 15 minutes East 30 feet to the beginning of Lot No. 494; thence reversing the fourth and last line of said last mentioned lot and at right angles to the West side of Virginia Avenue, North 61 degrees 45 minutes West 120 feet to the East side of an alley 16 feet in width, thence with said side of said alley and parallel with the said West side of Virginia Avenue, South 28 degrees 15 minutes West 27 feet to the end of the first line of a lot conveyed by Stanley Solomon Burke et ux to Horace G. Miller et ux., by deed dated February 6, 1948 and intended to be recorded among the Land Records of Allegany County, Maryland and running thence with the second and third lines of said deed South 28 degrees 15 minutes West 3 feet to a point on the fourth line of a deed from Horace G. Miller et ux to Stanley Solomon Burke dated February 6, 1924 and recorded in Liber 146 folio 72 among the said Land Records, said point being at the end of 20 feet on said fourth line of said deed and running thence with the remainder of said fourth line South 61 degrees 45 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed to Raymond J. Grabenstein and Orintha Grabenstein, his wife by Stanley Solomon Burke and Helen L. Burke his wife by deed dated the 13th day of February 1948 and recorded in Liber 219 folio 142, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said Raymond J. Grabenstein and Orintha Grabenstein, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors ~~xxxxxx~~ or assigns, the aforesaid sum of Twelve Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To: *Key - City*
JF 2 19 50

And it is Agreed that until default be made in the premises, the said
Raymond J. Grabenstein and Orintha Grabenstein his wife

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said

Raymond J. Grabenstein and Orintha Grabenstein his wife
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland, its successors or
administrators and assigns, or F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Raymond J. Grabenstein and Orintha Grabenstein his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Raymond J. Grabenstein and Orintha Grabenstein his wife

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least
Twelve Hundred Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Gorman E. Getty

Raymond J. Grabenstein (Seal)

Orintha Grabenstein (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 27th day of January

in the year nineteen hundred and Fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Raymond J. Grabenstein and Orintha Grabenstein, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Marcus A. Naughton Vice President of the
Cumberland Savings Bank of Cumberland, Maryland
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further
made oath that he is the Vice President of the Cumberland Savings Bank and duly authorized to
WITNESS my hand and Notarial Seal the day and year aforesaid, make this affidavit.
(Notarial Seal)

Ethel McCarty

Notary Public

Edgar F. Merritt et ux Filed and Recorded January 30th 1950 at 1:20 P.M.
Matthew J. Mullaney Trustee

Mortgage
(Stamps \$1.65)

This Mortgage, Made this 26th day of January

in the year Nineteen Hundred and fifty, by and between
Edgar F. Merritt and Jaunita V. Merritt, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Matthew J. Mullaney, Trustee

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the said party of the
second part in the full and just sum of Three Thousand Dollars (\$3,000.00) as evidenced by
their joint and several promissory note for said amount of money and of even date and tenor
herewith, payable, one year after date, to the order of the party of the second part, together
with interest thereon at the rate of six per cent (6%) per annum, payable monthly, and which
said sum of money together with the interest thereon as aforesaid the said parties of
the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said Matthew J.
Mullaney, Trustee his successors and assigns,

theirs and assigns the following property, to-wit: All that lot or parcel of ground in
Allegany County, Maryland, known as Lot No. 6 on an unrecorded plat of McElfish's Lots situated
on the Northwestern side of Bedford Road, in Election District No. 5, and more particularly
described as follows, to wit:

BEGINNING for the same at a point on the Northwest side of Bedford Road at the end of a line
drawn North 30-3/4 degrees East 100 feet from the end of the third line of a deed from Hanna B.
McElfish to Mary A. Brown dated April 9, 1947, and recorded among the Land Records of Allegany
County, Maryland, in Deed Liber No. 214, folio 557, and running thence with said side of said
road, North 30-3/4 degrees East 50 feet to a stake, North 59-1/4 degrees West 200 feet to a
stake, South 30-3/4 degrees West 50 feet to a stake, South 59-1/4 degrees East 200 feet to the
place of beginning.

IT BEING the same property conveyed by Violet L. McElfish unmarried to Edgar F. Merritt
and Jaunita V. Merritt, his wife, by deed dated June 8, 1948, and recorded among the Land
Records of Allegany County, Maryland, in Deed Liber No. 221, folio 55.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said
Matthew J. Mullaney, Trustee his successors and assigns

the aforesaid sum of Three Thousand Dollars (\$3,000.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Compared and Mailed
Tollage City
Jy 4 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Matthew J. Mullaney, Trustee, his successors and assigns,

do hereby constitute, appoint, authorize, ratify, confirm and empower, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Three thousand and no/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his successors and assigns, to the extent of his interest therein, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Matthew J. Mullaney

Edgar F. Merritt (Seal)

Jaunita V. Merritt (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 26th day of January

in the year nineteen hundred and fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Edgar F. Merritt and Jaunita V. Merritt, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Matthew J. Mullaney, Trustee

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William A. Wilson

Notary Public

Dominico Indolfi

Filed and Recorded January 31 " 1950 at 3:05 P.M.
Cumberland Savings Bank of Cumberland, Maryland

This Mortgage,

Made this 31st day of January

in the year Nineteen Hundred and Fifty

Dominico Indolfi (Unmarried)

Mortgage
(Stamps \$7.70)

, by and between

of Allegany

County, in the State of Maryland

part y of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, with its principal place of business in Cumberland

of Allegany

County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said Dominico Indolfi stands indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Seven Thousand (\$7000.00) Dollars, to be repaid with interest at the rate of six per cent per annum, computed monthly in payments of at least \$100.00 per month, the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accrued thereon shall have been paid in full, and

WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland, (1939) Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

IT IS AGREED by and between the parties hereto that the said party of the first part shall make payments on said indebtedness in the amount of \$100.00 per month plus interest at the rate of six per cent per annum, payable monthly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Dominico Indolfi

do es give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, the following property, to-wit: All that lot of ground lying in the City of Cumberland, Allegany County, Maryland, on the West side of Commerce Lane, commonly known as Virginia Avenue, and particularly described as follows, to wit:

Beginning for the same at the end of the first line of the lot conveyed by John J. Hetzel and Annie B. Hetzel, his wife the 21st day of January, 1896 to Charles L. Adams, it being a point on the West side of said Virginia Avenue, and running thence with said Avenue North 19 1/2 degrees East 36 feet to the line of that part conveyed by John J. Hetzel and Annie B. Hetzel his wife, to Barbary McCormick, by deed dated May 27, 1893 and recorded in Liber No. 74 folio 86, one of the Land Records of Allegany County, thence with the line of said McCormick's part North 70-1/3 degrees West 137 feet to an alley; and with said alley, South 19 1/2 degrees West 36 feet to the end of the second line of the part conveyed as aforesaid to the said Charles L. Adams; then with said second line reversed, South 70-1/3 degrees East 137 feet to the beginning. It being part of Lot No. 14 of Hobrock's Addition to the City of Cumberland.

It being the same property which was conveyed to the said party--of the first part by Homer S. Oster and Grace Oster, his wife, by deed dated the ninth day of September, 1944 and recorded in Liber 201 folio 321, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Dominico Indolfi

his heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors

or assigns, the aforesaid sum of Seven Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Intger City
Feb 2 1950

And it is Agreed that until default be made in the premises, the said
Dominico Indolfi

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Dominico Indolfi

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Cumberland Savings Bank of Cumberland, Maryland, its successors

and assigns, or F. Brooke Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said
Dominico Indolfi

in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said Dominico Indolfi

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or
assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Thousand (\$7000.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee its successors heirs or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Ethel McCarty

Dominico Indolfi

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 31st day of January

in the year nineteen hundred and Fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Dominico Indolfi (unmarried)

and -- acknowledged the foregoing mortgage to be his act and deed; and
at the same time before me also personally appeared Marcus A. Naughton Vice President of the
Cumberland Savings Bank of Cumberland, Maryland
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further
made oath that he is the Vice President of the Cumberland Savings Bank and duly authorized to
WITNESS my hand and Notarial Seal the day and year aforesaid, make this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public

Walter L. Bender et ux
Walter P. Crabtree et ux
Filed and Recorded February 1st 1950 at 1:00 P.M.

Mortgage
(Stamps \$1.65)

This Mortgage, Made this 1st day of February

in the year Nineteen Hundred and Fifty, by and between

Walter L. Bender and Eva B. Bender his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Walter P. Crabtree and Ella G. Crabtree his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the
said parties of the second part in the full and just sum of Fifteen Hundred Dollars (\$1500.00)
and to secure the payment, together with the interest thereon when and as the same may become
due and payable this mortgage is given. This mortgage is written for a term of two (2) years
from its date and after the expiration of said two years if not paid, the mortgage shall contin-
ue in force under the same terms and conditions as therein written until called by said Mort-
gagees, their heirs or assigns. It is understood and agreed by the parties to this mortgage
that the principal sum of said mortgage shall bear interest at the rate of three percent (3%)
per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying and being in Election District No. 3 of Allegany
County, Maryland, and more fully described as follows, to-wit:

BEGINNING for the same at an iron pipe driven in the ground on the Westerly side of the
Murley's Branch road about one-fourth mile North of the Williams Road and 45 feet North of the
center line of a culvert and at the end of a line drawn South 62 degrees 00 minutes East 7.5
feet from a large locust post about 6 feet below the driveway and running thence by magnetic
meridian as of January, 1950, and horizontal distances (1) North 51 degrees 50 minutes East
165.3 feet to an iron pipe driven at the foot of the bank on the Westerly side of said road
and 12 feet from an apple tree on top of the bank, then leaving the road (2) North 39 degrees
55 minutes West 275.7 feet to an iron pipe driven in a field (3) South 56 degrees 50 minutes
West 47.0 feet to a stake by a wire fence then with or near the fence (4) South 37 degrees 20
minutes East 112.1 feet to a stake then leaving said fence (5) South 47 degrees 05 minutes West
127.2 feet to an iron pipe driven on the South side of run, then (6) South 44 degrees 40 minutes
East 156.5 feet to the beginning, containing 0.89 acres.

It being the same property conveyed by Alpha V. Bender widow, to Walter L. Bender and Eva
B. Bender his wife, by deed dated the 10th day of January 1950 and recorded among the Land
Records of Allegany County, Maryland, in Liber No. 227, Folio 525.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executors, administrators or assigns, the aforesaid sum of Fifteen hundred dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or George W. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen hundred (\$1500.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagors

Attest Regina D. Santesianio Walter L. Bender (Seal)
Regina D. Santesianio Eva B. Bender (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Walter L. Bender and Eva B. Bender his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Walter P. Crabtree one of the

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Regina D. Santesianio
Notary Public

Thurman E. Wolf et ux Filed and Recorded February 1st 1950 at 3:35 P.M.
Homer S. Oster et ux

Mortgage
(Stamps \$.55)

This Mortgage, Made this 1st day of February
in the year Nineteen Hundred and Fifty, by and between
Thurman E. Wolf and Leoda C. Wolf his wife

of Allegany County, in the State of Maryland
parties of the first part, and Homer S. Oster and Anna G. Oster, his wife

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted unto the said Homer S. Oster and Anna G. Oster his wife, as tenants by the entireties in the full and just sum of Five Hundred (\$500.00) Dollars for which they have given their promissory note of even date herewith, payable on or before four years after date, with interest at the rate of 6% per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot of ground known as the Southerly half of Lot No. 28 in Highland Addition to South Cumberland, Allegany County, Maryland, fronting for said Southerly half a distance of twenty feet, more or less, on the West side of Pennsylvania Avenue, and running back with a width of twenty feet, more or less, a distance of one hundred and three feet to an alley, the dividing line between the Southerly half of said Lot No. 28 and the Northerly half of said Lot being a line drawn through the center of the partition wall between the double two story frame house known as Nos. 29 and 31 Pennsylvania Avenue now standing on said whole lot, said dividing line being extended through from front to rearline of said whole lot; said partition wall and the division line drawn through it and extended being on the center line or practically on the center line running from Pennsylvania Avenue to said alley and dividing said whole lot into two equal parts; the said Southerly half of said whole lot hereby conveyed being improved by the Southerly half, known as No. 31 Pennsylvania Avenue, of said double house. A plat of said Highland Addition is recorded in Liber No. 78, folio 259, one of the Land Records of Allegany County.

Being the same property conveyed by Lilly E. Knotts, et al to Thurman E. Wolf et ux by deed dated June 26, 1936, and recorded in Liber No. 175, folio 170, one of the said Land Records. Reference to said deed is hereby made for a further description of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Five Hundred (\$500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Hundred (\$500.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest Ina E. Hughes

Ina E. Hughes

Thurman E. Wolf

Leoda C. Wolf

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Thurman E. Wolf and Leoda C. Wolf, his wife

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent of

the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid, and that he is the Agent of said mortgagees and duly authorized by them to make this affidavit.

(Notarial Seal)

Ina E. Hughes

Notary Public

Carroll G. Sullivan et ux
Irvin W. Engle

Filed and recorded February 2nd 1950 at 9:40 A.M.

Mortgage

This Mortgage, Made this 1st day of February

in the year Nineteen Hundred and Fifty, by and between Carroll G. Sullivan and Charlotte M. Sullivan, his wife,

of Allegany County, in the State of Maryland parties of the first part, and Irvin W. Engle

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the party of the second part in the full and just sum of Fifty five hundred (\$5500.00) Dollars for which they have given their promissory note of even date herewith, payable on or before ten years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars, interest to be calculated every six months on the principal due at the beginning of said six months and all payments made during said period to be then applied first to interest and balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground, situated and lying in the City of Cumberland, Allegany County, Maryland, known as Lots Nos. 135-136-137, of the Goethe Street Addition to Cumberland, Maryland, and situated on Harding Avenue, and being a part of that property which was conveyed to Robert Clinton Uhl, Trustee, by Hugh A. McMullen Jr., and others by deed dated July 30, 1921, and recorded in Liber No. 137, folio 421 of the Land Records of Allegany County, Maryland; the said lots hereby conveyed being Lots Nos. 135- 136-137 of a Plat of land laid out by the said Robert Clinton Uhl, Trustee, known as "Goethe Street Addition to Cumberland" which said Plat was filed in the office of the Circuit Court in Plat Box No. 83, on the 9th day of November in the year 1921, and which said lots are particularly described by metes and bounds in the deed from Benny F. Epstein et ux to Louis H. Beall et ux dated June 23, 1937, and recorded in Liber No. 178 folio 105, one of the Land Records of Allegany County, Maryland.

et ux Being the same property conveyed by Louis H. Beall et al to the said Carroll G. Sullivan /by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to all the deeds aforementioned is hereby made for a more full and particular description of the property herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Fifty Five Hundred (\$5500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Five Hundred (\$5500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest

Ina E. Hughes
Ina E. Hughes

Carroll G. Sullivan (Seal)
Charlotte M. Sullivan (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of February

in the year nineteen hundred and Fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Carroll G. Sullivan and Charlotte M. Sullivan, his wife,

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Irvin W. Angle

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Ina E. Hughes
Notary Public

Carroll G. Sullivan et ux
Louis H. Beall et ux

Filed and Recorded February 2nd 1950 at 9:40 A.M.

Mortgage

This Mortgage, Made this 1st day of February

in the year Nineteen Hundred and Fifty, by and between

Carroll G. Sullivan and Charlotte M. Sullivan his wife

of Allegany County, in the State of Maryland

parties of the first part, and Louis H. Beall and Gladys E. Beall his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said Louis H. Beall and Gladys E. Beall his wife, as tenants by the entireties in the full and just sum of One Thousand (\$1,000.00) Dollars, for which they have given their promissory note of even date herewith payable on or before five years after date with interest at the rate of 5% per annum, payable annually for the first two years and thereafter for the remaining three years in monthly payments on the principal and interest of not less than Ten (\$10.00) Dollars, interest to be calculated every six months on the principal due at the beginning of said six months and all payments made during said period to be then applied first to interest and balance, to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground, situated and lying in the City of Cumberland, Allegany County, Maryland, known as Lots Nos. 135-136-137, of the Goethe Street Addition to Cumberland, Maryland, and situated on Harding Avenue, and being a part of that property which was conveyed to Robert Clinton Uhl, Trustee, by Hugh A. McMullen, Jr., and others by deed dated July 30, 1921, and recorded in Liber No. 137, folio 421 of the Land Records of Allegany County, Maryland; the said lots hereby conveyed being Lots Nos. 135-136-137 of a Plat of Land laid out by the said Robert Clinton Uhl, Trustee, known as "Goethe Street Addition to Cumberland," which said Plat was filed in the office of the Circuit Court in Plat Box No. 83 on the 9th day of November in the year 1921, and which said lots are particularly described by metes and bounds in the deed from Benny F. Epstein et ux to Louis H. Beall et ux dated June 23, 1937, and recorded in Liber No. 178 folio 105, one of the Land Records of Allegany County, Maryland.

Being the same property conveyed by Louis H. Beall et al to the said Carroll G. Sullivan et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property and is second to a purchase money mortgage of even date for \$5,000.00 from the parties of the first part to Irvin W. Angle to be recorded among the Mortgage Records. Reference to all the deeds aforesaid is hereby made for a more full and particular description of the property herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To K. H. 1056 Beall & Co. 19 50

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand (\$1,000.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their

heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest Ina E. Hughes
Ina E. Hughes

Carroll G. Sullivan (Seal)
Charlotte M. Sullivan (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of February

in the year nineteen hundred and Fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Carroll G. Sullivan and Charlotte M. Sullivan his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Louis H. Beall and Gladys E. Beall, his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Ina E. Hughes

Notary Public

Earl G. Wagner et ux Filed and Recorded February 2nd 1950 at 3:10 P.M. Mortgage
The Second National Bank of Cumberland, Maryland

This Mortgage, Made this 2nd day of February
PURCHASE MONEY in the year Nineteen Hundred and Fifty

, by and between Earl G. Wagner and Sarah E. Wagner, his wife,

of Allegany County, in the State of Maryland parties of the first part, and The Second National Bank of Cumberland, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Sixty-Eight Hundred Dollars (\$6,800.00) this day loaned the parties of the first part as part of the purchase price of the property herein described and conveyed which principal sum with interest at 4% per annum is to be repaid by the parties of the first part to the party of the second part, in payments of not less than \$68.85 per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full. Provided, however, that any balance of principal and interest remaining unpaid at the end of ten (10) years from the date hereof shall be then due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

heirs, executors, administrators or assigns, the following property, to-wit: All of that lot or parcel of land situate on the South side of Greene Street and the East side of Spruce Alley in the City of Cumberland, Allegany County, Maryland, the same being parts of Lots Nos. 10 and 44 of the original town lots on the West side of Cumberland, Maryland, described as follows:

BEGINNING at the intersection of the South side of Greene Street with the East side of Spruce Alley and running thence Southwardly with the said Eastern side of Spruce Alley 172 feet, then Eastwardly and parallel with Greene Street 88 feet, then Northwardly and parallel with said Spruce Alley 172 feet to Greene Street then with said Greene Street 88 feet to the beginning.

IT BEING part of the same property conveyed to Sarah Ann Holmes by John W. Sanders and George D. Landwehr, Trustees in No. 3,727 Equity by deed dated July 6, 1888 recorded in Liber No. 66, folio 16 of the Land Records of Allegany County.

The same having been conveyed to Lilla May Holmes, by Sarah A. Holmes by deed dated March 10, 1927, and recorded in Liber No. 154 folio 701, of said Land Records and devised by the said Lilla May Holmes by her Last Will and Testament probated June 3, 1947, in the Orphans' Court of Allegany County, Maryland, and recorded in Wills Liber V, folio 490-1 to her sister, Beatrice M. Syckes, who departed this life on the 19th day of December, 1948, intestate, leaving surviving as her only heirs-at-law her sons, S. Lua Syckes, Jr., and the said Wilton H. Syckes, the one undivided one-half interest of the said S. Lua Syckes, Jr. having been conveyed to the said Wilton H. Syckes by deed dated July 19, 1949 recorded among the Land Records of Allegany County, Maryland, in Liber No. 225, folio 589.

BEING the same property which was conveyed to the parties of the first part by Wilton H. Syckes and Eleanor B. Syckes, his wife, by deed dated the 2nd day of February, 1950, and which deed is to be recorded among the said Land Records with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Sixty-Eight Hundred (\$6800.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Rega C. G. 19 50

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~his, her or their~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. representatives, heirs or assigns.

And the said parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixty-Eight hundred (\$6,800.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of

fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest Angela W. McClure

Angela W. McClure

Earl G. Wagner

Sarah W. Wagner

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 2nd day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Earl G. Wagner and Sarah E. Wagner his wife

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Cumberland, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph F. Stakem

Notary Public

Frank H. Wineland et ux

Louis A. Lippold et ux Filed and recorded February 2nd 1950 at 1:40 P.M.

This Mortgage,

Made this 1st day of February (Stamps \$5.50) in the year Nineteen Hundred and Fifty, by and between

Frank H. Wineland and Clara E. Wineland, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Louis A. Lippold and Mary A. Lippold, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the second part have this day loaned unto the said parties of the first part the full and just sum of five thousand (\$5,000.00) Dollars which said sum the said parties of the first part do hereby agree to repay within three years from the date hereof, together with interest thereon, at the rate of five (5%) per cent per annum, due and payable quarter annually, accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of land situated in Allegany County, Maryland and known as lot No. 81 in the Allegany County Improvement Companies National Highway Addition, a plat of said Addition being recorded among the Land Records of Allegany County in Map Case No. 122, said lot being described as follows:

BEGINNING for the same at a stake on the southerly side of "A" Street, it being at the end of the first line of Lot No. 80 which was conveyed by the Allegany County Improvement Company to Frank Bach, et ux by deed dated the 2nd day of August, 1926 and recorded among the Land Records of Allegany County, in Liber No. 153, folio 506; and running thence with said "A" Street South 31° 50 minutes West 50 feet to a stake, thence at right angles to "A" Street South 53° 10 minutes East 250 feet to the end of the second line of Lot No. 80 and with said second line reversed North 58° 10 minutes West 250 feet to the beginning.

BEING the same property that was conveyed to the said parties of the first part by William M. Crites et ux by deed dated March 25, 1941 and recorded among the Land Records in Liber No. 189 folio 441.

Excepting all that part of Lot No. 81 fronting on "A" Street which was conveyed by the parties of the first part to Reynold A. Ciccanti et ux by deed dated March 31, 1949, and recorded among said Land Records in Liber No. 224, folio 467.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of five thousand (\$5,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part

heirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Elizabeth Philson

Elizabeth Philson

Frank H. Wineland

Clara E. Wineland

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Frank H. Wineland and Clara E. Wineland, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Louis A. Lippold and Mary A. Lippold his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elizabeth Philson

Notary Public

Anna J. Higgins et vir

Margaret Hosken

Filed and Recorded February 3rd 1950 at 9:30 A.M.

Mortgage

This Mortgage, Made this 2nd day of February

in the year Nineteen Hundred and Fifty

Anna J. Higgins and James Higgins, her husband

of Allegany

County, in the State of Maryland

parties of the first part, and Margaret Hosken

of Allegany

County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00), which the said sum the parties of the first part promises to pay to the order of the party of the second part in consecutive monthly installments of not less than Twenty Five Dollars, (\$25.00) plus interest at the rate of Six Per Centum (6%) Per Annum, payable semi annually, until the full sum of Three Thousand Dollars (\$3,000.00) and interest has been paid and satisfied.

The sum hereby secured being in part purchase money for the hereinafter described property and is therefore a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in Frostburg Allegany County, Maryland and described as follows, to-wit: BEGINNING for the same at the intersection of the west side of Union Street and the South side of High Street as corrected, it being also the end of the 3rd line of a deed from Anna Joyce to the Mayor and Council of Frostburg Maryland dated October 28, 1925, and recorded in Liber No. 143 folio 305, as found in the Land Records of Allegany County, Maryland, and running thence with a part of said 3rd line reversed South 57 degrees 30 minutes West 97.3 feet; thence 31 degrees 30 minutes East 63 feet to a peg; thence North 57 degrees 30 minutes East 97.3 feet to the edge of a concrete wall fronting on Union Street and with said street North 31 degrees 30 minutes West 63.0 feet to the place of beginning; containing .14 acres more or less. Being a part of Lot No. 33 on the plat of Main or Union Street in Frostburg, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs, executors, administrators or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To Henry J. Law Co. 19 50

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her

heirs, executors, administrators and assigns, or -- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred Dollars (\$2,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Anna J. Higgins (Seal)

Edward J. Ryan

James Higgins (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 2nd day of February

in the year nineteen hundred and fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Anna J. Higgins and James Higgins, her husband

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Margaret Hosken

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edward J. Ryan

Notary Public

Charles G. Crawford et ux
To

Filed and Recorded January 27th 1950 at 3:20 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 26th day of January in the year Nineteen Hundred and Fifty by and between Charles G. Crawford and Josephine A. Crawford his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand (\$2,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5% per cent. per annum, in the manner following:

By the payment of Twenty (\$20.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of the following described real estate and lot of ground lying in the City of Cumberland in Allegany County, State of Maryland, situate on the westerly side of Maryland Avenue, being a part of Lot No. 21 in Haley's Addition to Cumberland, according to the plat of said Addition recorded among the Land Records of Allegany County in Liber No. 34, Folio 718, which part hereby intended to be conveyed is described as follows:

BEGINNING at a point on the westerly side of Maryland Avenue, said point being 115 feet distant from the intersection of the westerly side of Maryland Avenue with the Southerly side of Short Street, and running thence with the westerly side of said Avenue South 51 degrees 59 minutes West 25 feet; thence at right angles to Maryland Avenue North 38 degrees 1 minute West 38 feet to Walnut Alley; and with said Alley North 30 degrees 59 minutes East 26.3 feet, thence South 38 degrees 1 minute East 48 feet to the beginning.

It being the same property conveyed by Elsie M. Squires, widow, to Charles G. Crawford and Josephine A. Crawford his wife, by deed dated the 8th day of March, 1949, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 34 Folio 718.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

Charles G. Crawford (SEAL)
Josephine A. Crawford (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 26th day of January in the year nineteen hundred and forty Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles G. Crawford and Josephine A. Crawford, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public.

For value received, the First Federal Savings and Loan Association of Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signature of Lynn C. Ashby, its Executive Vice President and the Corporate Seal of said Corporation attested by its Secretary the day and year above written.
Attest: Gerald L. Harrison, Secretary
By Lynn C. Ashby, Executive Vice President
(Corporate Seal)

Curtis L. Hickie et ux
To

Filed and Recorded January 27th 1950 at 3: 20 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 27th day of January in the year Nineteen Hundred and forty Fifty, by and between Curtis L. Hickie and Bettie M. Hickie, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Forty Eight Hundred (\$4,800.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-eight and 60/100 (\$48.60) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Westerly side of Green Street in the Village of Ellerslie, in Allegany County, Maryland, in what is known as "Howard Buchanan's Addition to Ellerslie, Allegany County, Md.," the Amended Plat of which is recorded in Liber 80 folio 378, one of the Land Records for said County, particularly described as follows: BEGINNING for the same at an iron pipe standing in the Westerly boundary of Green Street, said pipe being South 23 degrees 45 minutes East 38.1 feet from the Southeast corner of the house on said property and running (1) thence North 69 degrees 53 minutes West 78 feet to an iron pipe standing in a picket fence; (2) thence North 15 degrees 11 minutes East 13.3 feet; (3) thence North 12 degrees 06 minutes East 45.95 feet to a wood post standing in the Southerly boundary of a 15 foot alley; (4) thence following the Southerly boundary of said alley South 82 degrees 39 minutes East 84 feet to an iron pin standing at the intersection of the Southerly boundary of said alley with the Westerly boundary of Green Street; (5) thence with the Westerly boundary of Green Street, South 17 degrees 15 minutes West 60 feet to a point on a masonry wall; (6) thence South 17 degrees 26 minutes West 17.1 feet to the point of beginning.

It being the same property conveyed by Thomas S. Blubaugh and Audrey V. Blubaugh, his wife, to Curtis L. Hickie and Bettie M. Hickie his wife, by deed dated the 27 day of January 1950 and which is to be recorded among the Land Records of Allegany County Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements new or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-eight hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee the same shall become due and payable and to pay and discharge within ninety days after all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

Curtis L. Hickie (SEAL)
Bettie M. Hickie (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 27th day of January

in the year nineteen hundred and xxxx Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Curtis L. Hickie and Bettie M. Hickie, his wife,

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid, Gerald L. Harrison
(Notarial Seal) Notary Public

John E. Dorn et ux
To

Filed and Recorded January 31st 1950 at 3:10 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 31st day of January in the year Nineteen Hundred and xxxx Fifty by and between John E. Dorn and Vivian Y. Dorn his wife of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Eighty Four Hundred Dollars and 00/100 Cents (\$8400.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Sixty-two Dollars and Sixteen Cents (\$62.16) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegany County, Maryland, being Lot No. 20 of Diller Farms Addition to the City of Cumberland, Maryland and shown on the Plat of said Addition recorded in Plat Box No. 166 and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the westerly side of Holland Street distant North 35 degrees 47 minutes East 132 feet from the intersection of the Northerly side of Roeth Avenue with the Westerly side of Holland Street, and running thence with Holland Street, North 35 degrees 47 minutes East 44 feet; thence North 54 degrees 13 minutes West 120 feet; thence South 35 degrees 47 minutes West 44 feet; thence South 54 degrees 13 minutes East 120 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Ann L. Henley et al of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. This is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George A. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty Four Hundred Dollars (\$84,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

John E. Dorn (SEAL)
Vivian V. Dorn (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 31st day of January in the year nineteen hundred and xxxxx Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John E. Dorn and Vivian V. Dorn his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George A. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

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Neal Glen Wilson et ux

Mortgage

To Filed and Recorded February 2nd 1950 at 10:00 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$6.05)

This Mortgage, Made this 1st day of February in the year Nineteen Hundred and xxxx Fifty by and between Neal Glen Wilson and Georgia Josephine Wilson, his wife,

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty Five Hundred Dollars and 00/100 Cents (\$5500.00) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-three Dollars and Forty-nine Cents (\$43.49) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the Northerly side of Warwiek Avenue known and designated as Lot No. 13, Block No. 26 in the Johnson Heights Addition to Cumberland, Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

BEGINNING for the same at a point on the Northerly side of Warwiek Avenue at the end of the first line of Lot No. 12, Block No. 26 of said Addition, which point is also South 75 degrees 20 minutes West 100 feet from the intersection of the Westerly side of Greenway Avenue with the Northerly side of Warwiek Avenue, and running then with said Warwiek Avenue South 75 degrees 20 minutes West 35 feet, then at right angles to Warwiek Avenue North 14 degrees 40 minutes West 130 feet to the Southerly side of a 15 foot alley, then with said alley North 75 degrees 20 minutes East 35 feet to the end of the second line of said Lot No. 12, and then reversing said second line South 14 degrees 40 minutes East 130 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Aron Lazarus Jr., dated September 27, 1946, which is recorded in Liber 215, Folio 398, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Five Hundred Dollars (\$5500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee the same shall become due and payable and to pay and discharge within ninety days after all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Neal Glen Wilson (SEAL)
Georgia Josephine Wilson (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 1st day of February in the year nineteen hundred and Forty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Neal Glen Wilson and Georgia Josephine Wilson, his wife the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Cable C. Shryock et ux

Mortgage

To Filed and Recorded February 2nd 1950 at 10:00 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$6.05)

This Mortgage, Made this 1st day of February in the year Nineteen Hundred and Forty Five by and between Cable C. Shryock and Nellie E. Shryock, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Nine Hundred and Thirty Six and 80/100 (\$5,936.80) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-three and 93/100 (\$43.93) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated in "Mapleside" an Addition to the City of Cumberland, Allegany County, Maryland, as shown on the Plat of the same recorded in Plat Book #1, page 29 among the Land Records of said County, and particularly described as follows:

BEGINNING for the same at the intersection of the Easterly side of Massachusetts Avenue (formerly Pennsylvania Avenue) with the Northerly side of Fairview Street in said Addition, and running thence with the Easterly side of Massachusetts Avenue, North 10 degrees 10 minutes East 50 feet to the division line between whole Lots Nos. 261 and 260 in said Addition; and running thence with the whole of said division line, South 79 degrees 50 minutes East 100 feet to a 15 foot alley; and with said alley South 10 degrees 10 minutes West 50 feet to the Northerly side of Fairview Street; and with it North 79 degrees 50 minutes West 100 feet to the place of beginning.

It being the same property conveyed by David Miller and Etta B. Miller his wife, to Cable C. Shryock and Nellie E. Shryock his wife, by deed dated the 31 day of January, 1950, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George A. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five thousand nine hundred & thirty-six and 80/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Crable C. Shryock (SEAL)
Nellie C. Shryock (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 1st day of February

in the year nineteen hundred and Forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Crable C. Shryock and Nellie C. Shryock, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George A. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
Gerald L. Harrison
Notary Public

Paul G. Poland et al

To Filed and recorded February 7th 1950 at 3:20 P.M.

First Federal Savings and Loan Association
PURCHASE MONEY MORTGAGE

This Mortgage, Made this 6th day of February in the year Nineteen Hundred and Forty by and between Paul G. Poland and Glendora R. Poland, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty Five Hundred (\$4500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-five (\$45.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land known as Lot No. 368, situated on Turner Street in the "Mapleside Addition to Cumberland" as shown on a plat of said Addition filed among the Land Records of Allegany County, in Case No. 2475 Equity, and described as follows:

BEGINNING at the end of the first line of Lot No. 367 and running with the East side of Turner Street South 10 degrees 10 minutes West 50 feet; then South 79 degrees 50 minutes East 145.7 feet to the eleventh line of the Hoffman tract and with said line, North 46-3/4 degrees East 62.5 feet to the end of the second line of Lot No. 367; then with said line reversed, North 79 degrees 50 minutes West 176.7 feet to the beginning.

It being the same property conveyed by Oscar J. Swartley and Mary R. Swartley his wife to Paul G. Poland and Glendora R. Poland, his wife by deed dated the 6 day of February, 1950, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the promises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Paul G. Poland

Glendora A. Poland

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 6th day of February in the year nineteen hundred and ~~four~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul G. Poland and Glendora A. Poland, his wife the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Roy F. Everstine et ux et al

Chattel Mortgage

To Filed and Recorded February 9th 1950 at 10:10 A.M.

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 8th day of February in the year Nineteen Hundred and ~~Forty~~ Fifty by and between Roy F. Everstine and Rosalie M. Everstine his wife, and Emma M. Everstine of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty Five Hundred Dollars and 00/100 Cents (\$4500.00) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-five Dollars and Fifty-eight cents (\$35.58) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Northerly side of Greene Street, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a chiseled point on concrete wall on the Northerly side of Greene Street, it being the beginning of a parcel of ground conveyed by Nicholas Spano, et ux to The National Real Estate Company of Allegany County, Maryland, by deed dated the 18th day of December, 1925, and recorded in Liber No. 152, Folio 153, one of the Land Records of Allegany County, of which this parcel is a part, and running thence with the North side of Greene Street and with part of the first line of the aforesaid deed (magnetic bearings as of the original deed and horizontal measurements) North 87 degrees and 12 minutes west 26.6 feet, thence with a line in line with the east plane of the concrete wall that stands on the West side of the concrete steps that lead into the dwelling that stands on this property, and with a line that passes about equidistant between the eaves of the dwelling on this property, with the eaves of the dwelling on the west of this property, North 8 degrees and 44 minutes East 90 feet to a stake intersecting the third line of the aforesaid National Real Estate Company deed, thence with said line South 87 degrees and 12 minutes East 25.3 feet to a stake, thence South 7 degrees and 55 minutes West 90 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of William M. Weatherholt and Katherine P. Weatherholt his wife, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

The said Emma M. Everstine joins in this mortgage with the purpose only of guaranteeing the payment of the mortgage debt in accordance with the terms and conditions set forth in said mortgage.

The Money borrowed on this mortgage is used for the purchase of the property and this is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors or assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Five Hundred Dollars and 00/100 Cents (\$4500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors

Attest: Gerald L. Harrison

Roy F. Everstine (SEAL)
Rosalie M. Everstine (SEAL)
Emma M. Everstine (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 8th day of February in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Roy F. Everstine and Rosalie M. Everstine his wife, and Emma M. Everstine the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Joseph P. Nies et ux

To Filed and Recorded February 9th 1950 at 10:10 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$1.10)

This Mortgage, Made this 8th day of February in the year Nineteen Hundred and Forty five by and between Joseph P. Nies and Leota E. Nies, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors the sum of Twelve Hundred and Fifty-three Dollars and 00/100 Cents (\$1253.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of twenty-two Dollars and Sixty-five Cents (\$22.65) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated along the easterly side of East Lane, a street or lane extending southerly from the southeasterly side of Washington Street in Tusculum Addition to Cumberland in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit: BEGINNING for the same at a point on the easterly side of East Lane and on the division line between the land of Clara B. Nies and Andrew Nies and Tusculum Addition to Cumberland, Maryland, said beginning point being south seventeen degrees and twelve minutes east thirty three and one tenth feet from the intersection of the concrete coping of the concrete wall on the westerly side of said East Lane with the concrete coping of the concrete wall on the westerly side of South Terrace and running thence with the easterly side of East Lane, north nine degrees and ten minutes east forty three feet to its intersection with the division line prolonged in a westerly direction between the land of the said Clara B. Nies and husband, and the land conveyed to Michael Fesenmeier, by deed dated January 13, 1905 and recorded in Liber No. 96 folio 345, of the Land Records of Allegany County, and running thence with said prolongation of said line and with said line corrected, north 84 degrees and 35 minutes east 108 feet to an iron bar at the end of said division line and in the line of the division fence between the land of said Clara B. Nies and husband and Read's Addition to Cumberland, Maryland, and running thence with said fence south seven degrees and twenty six minutes west twenty eight feet, then south seventy seven degrees and twenty minutes west one hundred and thirteen and forty five one hundredths feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Clara B. Nies and Andrew Nies her husband, dated July 22, 1929, recorded in Liber 161, Folio 194, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve hundred and Fifty-three Dollars (\$1253.00) Rockaway, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagor s.

Attest:

Gerald L. Harrison

Joseph P. Nies

Leota E. Nies

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 8th day of February

in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph P. Nies and Leota E. Nies his wife

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

William Leo Shee et ux

To

Filed and Recorded February 9th 1950 at 10:10 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 8th day of February in the year Nineteen Hundred and forty fifty by and between William Leo Shee and Pauline Shee, his wife of Allegany County, in the State of Maryland part of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Merran, the said mortgagee has this day loaned to the said mortgagor s, the sum of Sixty Three Hundred Dollars and 00/100 cents (\$6300.00) Rockaway, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-nine Dollars and Eighty-two cents (\$49.82) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated in the City of Cumberland, Allegany County Maryland, known and designated as part of Lot No. 8 Section "I" of the Cumberland Improvement

Company's Northern Addition to Cumberland and described as follows, to wit:

BEGINNING for the same at a point on the Easterly side of Piedmont Avenue, distant North 21 degrees 15 minutes East 55 feet from the intersection of the Easterly side of Piedmont Avenue with the Northerly side of Sylvan Avenue, as laid out in said Addition, and running thence with the Easterly side of Piedmont Avenue, North 21 degrees 15 minutes East 40 feet, thence at right angles to Piedmont Avenue South 68 degrees 45 minutes East 120 feet, thence South 21 degrees 15 minutes West 40 feet to the end of the first line of the lot conveyed by and described in a deed from the Holzshu Realty Company to Asa H. Shinholtz and wife dated October 6th, 1904 and recorded among the Land Records of Allegany County in Liber No. 96, Folio 179; thence with the second line of said lot, as described in said deed, North 68 degrees 45 minutes West 120 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Thelma V. Garland, widow, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

The money borrowed on this mortgage is used for the purchase of the property and this is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least sixty three hundred dollars and 00/100 Cents (\$6300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest:

Gerald L. Harrison

William Leo Sheehe

Pauline M. Sheehe

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 8th day of February in the year nineteen hundred and ~~forty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William Leo Sheehe and Pauline M. Sheehe his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

John S. Phillips et ux
To

Filed and Recorded February 16th 1950 at 10:20 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 15th day of February in the year Nineteen Hundred and ~~Forty~~ Fifty by and between John S. Phillips and Helen L. Phillips, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Thirty Nine Hundred Dollars and 00/100 Cents (\$3900.00) ~~which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:~~

By the payment of Forty-two Dollars and Thirty-three Cents (\$42.33) ~~on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.~~

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the Northerly side of the National Pike at Narrows Park, LaVale, Allegany County, Maryland, known and designated as whole Lot No. 7 and part of Lot No. 6 in Seiss Grove Addition, a plat of which said addition is recorded in Liber 106, Folio 737, one of the Land Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

BEGINNING for the same at a point on the Northerly side of the National Pike South 57 degrees 41 minutes West 225 feet from the beginning point of the first line of a lot conveyed in a deed from Minnie E. Shuck et al to Harry T. Mullin, said deed dated June 5, 1907, being recorded in Liber 106, folio 562, one of the Land Records of Allegany County, Maryland, and then running with said road South 57 degrees 41 minutes West 75 feet, then North 33 degrees 50 minutes West 144.7 feet to the Southerly side of an 8 foot alley, then with said alley North 59 degrees 5 minutes East 48.8 feet, then North 65 degrees 3 minutes East 25.9 feet, and then South 33 degrees 50 minutes East 140.75 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of John S. Phillips dated May 31, 1949, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with therecording of this mortgage. This is a purchase money mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Geo W Legge City of Md
Feb 7 1950

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty Nine Hundred Dollars and 00/100 Cents (\$3900.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors
Attest: Gerald L. Harrison John S. Phillips (SEAL)
Helen L. Phillips (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 15th day of February in the year nineteen hundred and ~~twenty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John S. Phillips and Helen L. Phillips, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Raymond E. DeVore, et al

Chattel Mortgage.

To

Filed and Recorded January 26" 1950 at 8:30 A.M.

North American Acceptance Corp., of Maryland,

THIS CHATTEL MORTGAGE, made this 19" day of January, 1950, by DeVore, Raymond E. and Nellie M., Cumberland, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor," to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$300.00), the actual amount lent by Mortgagee to mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee, the following described personal property:

The chattels, including household furniture, now located at 316 Park St., Cumberland, Allegany County, in said State of Maryland, that is to say: 2 beds, 1 cot, 1 dining room table, 4 chairs, 1 buffet, 2 dressers, 1 cupboard, 1 gas stove, 1 radio, 1 washer.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland, Maryland, that is to say: -----

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, however, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$300.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments of \$25.13 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 15" day of February, 1950, and each succeeding installment shall be payable on the 15" day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 15" day of April, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforesaid rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable immediately, and Mortgagee shall be entitled to immediate possession of the Mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the

Fred W. Green, et ux.

Chattel Mortgage.

To

Filed and Recorded January 31st 1950 at 8:30 A. M.

Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 26th day of January, 1950, by and between Fred W. Green and Lucinda E. Green, his wife, R.F.D. #1, Lonaconing (Gilmore), of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Nine Hundred Eighty-Seven and 50/100 Dollars (\$987.50), which is payable in six months from date hereof with interest at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the Mortgagor, payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at R.F.D. #1, Lonaconing, (Gilmore) Allegany County, Maryland:

1950 Meadowbrook Dodge 4D Sedan - Motor Number: D34-40802 - Serial No. 31445641.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns, absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, of their assigns, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly,

to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of One Thousand and no/100 Dollars (\$1,000.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

Witness the hands and seals of the parties of the first part.

Attest as to all:

Fred W. Green (SEAL)

Earl Dennison

Lucinda E. Green (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fred W. Green and Lucinda E. Green, his wife, the within named mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide, as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of the said Mortgagee and duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Robert C. Ferree, Notary Public.

Winfield I. Burton, et ux.

Mortgage.

To

Filed and Recorded January 31st 1950 at 2:55 P. M.

Richard J. Boyle, et ux.

This purchase money mortgage, Made this 31st day of January, in the year nineteen hundred and fifty, by and between Winfield I. Burton and Hazel S. Burton, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Richard J. Boyle and Mildred I. Boyle, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Twelve Thousand (\$12,000.00) Dollars as a part of the purchase price of the hereinafter mortgaged land, and which said sum shall be repaid unto the said parties of the second part ninety (90) days after the said parties of the second part shall have given written notice demanding said payment upon the said parties of the first part; and said principal sum shall bear interest at the rate of four and one-half

per cent (4½%) per annum, said interest to be computed and paid semi-annually hereafter; and the right is hereby specifically reserved unto the said parties of the first part to prepay all or any part of said principal sum and interest at any time hereafter and before demand shall have been made for such payment.

Now therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the First part do give, grant, bargain and sell, convey, release and confirm unto the said Richard J. Boyle and Mildred I. Boyle, his wife, their heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situate, lying and being on the Easterly side of North Centre Street, in the City of Cumberland, Allegany County, Maryland, and which is more particularly described as follows, to-wit:

BEGINNING for the said lot or parcel of land at a point on the Easterly side of North Centre Street at the beginning of the deed from John G. Hoffman, et al., executors, to Kennedy H. Butler, dated the 18th day of January, 1851, and recorded among the Land Records of Allegany County in Liber No. 6, Folio 635; said point of beginning being at the Northwestern corner of the 3-story brick building now (1926) located on the land hereby described; and running thence with part of said first line of said deed as corrected, and with the Easterly side of North Centre Street, South 29 degrees 5 minutes East 22.56 feet to the center of the 9-inch wall along the Southerly side of said 3-story brick building located on the lot hereby described, being the brick wall dividing the part of said Butler property hereby described from that part of same which has been conveyed to White and Ankeney; and running thence by a line through the centre of said dividing wall and the same extended North 60 degrees 39 minutes East 113.43 feet to the third line of the above-mentioned deed from John G. Hoffman, et al., Executors, to Kennedy H. Butler, and being also to the Western side of Hoffman's Alley; and thence with the third line (sometimes erroneously called the first line) of said deed; and also with the Westerly side of said Hoffman's Alley North 41 degrees 48 minutes West 22.86 feet to the end of the third line of said deed, being at a point where the Northerly face of the Northerly wall of the brick building located on the lot hereby described extended easterly would intersect with the Westerly side of said Hoffman's Alley; and thence reversing said intersecting line and with the Northerly face of the Northerly wall of said brick building South 60 degrees 50 minutes West 58.08 feet, South 29 degrees 10 minutes East 0.38 feet; South 61 degrees 8 minutes West 50.32 feet to the place of beginning. All bearings refer to the true meridian and distances are horizontal. Surveyed July 27, 1922.

The afore-described property is the same property which was conveyed by Walter C. Capper, et al, trustees, to Richard J. Coyle, by deed dated April 3, 1926, and recorded among the Land Records of Allegany County in Liber No. 152, Folio 583; and also being the same property which by the Will of Richard J. Coyle, recorded among the Wills Records of Allegany County in Wills Liber T, folio 533, was devised to James R. McAvoy and Richard J. Boyle, the said James R. McAvoy having conveyed all his right, title and interest in said property unto Richard J. Boyle, by deed dated May 17, 1943, which is recorded among said Land Records in Liber No. 196, Folio 168, and which said property was conveyed by Richard J. Boyle and Mildred I. Boyle, his wife, by deed dated the --- day of January, 1950, unto Winfield I. Burton and Hazel S. Burton, his wife, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage, a specific reference to which said instruments is hereby made for a fuller and more particular description of said lands hereby conveyed by way of Mortgage.

TOGETHER WITH THE BUILDINGS and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Winfield I. Burton and Hazel S. Burton his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Richard J. Boyle and Mildred I. Boyle, his wife, their executors, administrators or assigns, the aforesaid sum of Twelve Thousand (\$12,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Winfield I. Burton and Hazel S. Burton, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Winfield I. Burton and Hazel S. Burton, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Richard J. Boyle and Mildred I. Boyle, his wife, their heirs, executors, administrators and assigns, or Earl Edmund Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Winfield I. Burton and Hazel S. Burton, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale; one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said Winfield I. Burton and Hazel S. Burton, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand (\$12,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said Mortgagors:

Attest: Earl E. Manges
Earl E. Manges

Winfield I. Burton (SEAL)
Hazel S. Burton (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 31st day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Winfield I. Burton and Hazel S. Burton, his wife, and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the

same time before me also personally appeared Richard J. Boyle and Mildred I. Boyle, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Earl Edmund Manges, Notary Public.

Frank H. Kelley, et ux.

To

Mortgage.

Filed and Recorded January 31st 1950 at 3:20 P.M.

Liberty Trust Company, Cumberland, Maryland.

MARYLAND MORTGAGE

This Mortgage, made this 31st day of January, A. D., 1950, by and between Frank H. Kelley and Estelle E. Kelley, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee, known as The Liberty Trust Company, Cumberland, Maryland,

WHEREAS, the mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Seven Thousand Dollars (\$7,000.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of seventy and 91/100 dollars (\$70.91), commencing on the first day of March, 1950, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1960. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00) whichever is less.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to wit:

All that certain piece or parcel of ground situated on the southerly side of Decatur Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

Beginning for the same at the intersection of the southerly side of Decatur Street with the westerly side of Davidson Street, and running thence with the westerly side of Davidson Street, South 40 degrees 30 minutes West 70.75 feet to the end of the third line of the lot conveyed by William E. Frazee and Norma E. Frazee, his wife, to William F. Robosson

and wife, by deed dated September 29, 1909, and recorded in Liber No. 105, Folio 104, one of the Land Records of Allegany County, Maryland, and running thence with said third line reversed, North 49 degrees 30 minutes West 25 feet; thence in a line parallel to Davidson Street, North 40 degrees 30 minutes East 70.75 feet to the southerly side of Decatur Street; thence with said Street, South 49 degrees 30 minutes East 25 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by Dollie Rose Rafko, unmarried, by deed dated January, 1950, and duly recorded among the Land Records of Allegany County.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to sub-paragraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(1) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the mortgagor shall tender to the mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplement note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and

will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or George R. Hughes, its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in --- County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident

to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS: Hugh D. Shires

Hugh D. Shires

Frank H. Kelley (SEAL)

Estelle E. Kelley (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 31st day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank H. Kelley and Estelle E. Kelley, his wife, the above named Mortgagors, and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the president of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Helen Fisher et al

Mortgage

To

Filed and Recorded January 31st 1950 at 3:20 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$1.10)

THIS MORTGAGE, Made this 30th day of January in the year nineteen hundred and fifty by and between Helen Fisher, widow and Harry L. Fisher and Dorothy M. Fisher, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Helen Fisher, widow, and Harry L. Fisher and Dorothy M. Fisher his wife, stand indebted unto the said The Liberty Trust Company, in the just and full sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

The said Harry L. Fisher and Dorothy M. Fisher his wife, join in this Mortgage in order to secure further by their signatures, the obligation as evidenced hereby, although they do not have any interest in the real estate herein described.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Helen Fisher, widow and Harry L. Fisher and Dorothy M. Fisher his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situated, lying and being near the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

Beginning for the same at the end of the second line of the land conveyed in the deed from James A. McHenry to Charles Frost, dated April 26, 1910, and recorded in Liber No. 106, folio 26, one of the Land Records of said Allegany County, and running thence reversing part of the second line of said deed as corrected, North 30 degrees 04 minutes East 272 feet to the southerly side of a street or road recently constructed through the Frost property and conveyed to Clinton Uhl Agent by Harry Fisher and others by deed dated April 11, 1920, and recorded in Liber No. 136, folio 650, one of the Land Records of said Allegany County and running thence with the southerly side of said street or road, South 41 degrees 45 minutes East 210 feet, thence at right angles to said street or road, South 48 degrees 15 minutes West 248.18 feet to the third line of the aforesaid deed from James A. McHenry to Charles Frost and thence reversing said third line as corrected, North 46 degrees 26 minutes West 125.53 feet to the place of beginning. Containing 0.979 acres.

It being the same property which was conveyed unto the said Helen Fisher, widow, by deed from Anna Frost et al dated March __, 1923, and recorded in Liber 142, folio 700, of the Land Records of Allegany County, Maryland.

EXCEPTING, HOWEVER, from the property herein described and conveyed all those parts thereof which were conveyed away and carved out of said property by the following deeds: Deed from Helen Fisher to Anna Frost, dated May 6, 1925, and recorded in Liber 150 folio 383, one of the Land Records of Allegany County, Maryland, and Deed from Helen Fisher to Raymond F. Wigfield and wife dated June 4, 1947, and recorded in Liber 216, folio 213, of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand and Two Hundred Fifty Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor his heirs personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand Two Hundred Fifty (\$1,250.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind these several heirs, executors, administrators successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Celestine H. Rhind

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY that on this 30th day of January in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid personally appeared Helen Fisher widow, and Harry L. Fisher and Dorothy M. Fisher his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Helen Fisher (Seal)
Harry L. Fisher (Seal)
Dorothy M. Fisher (Seal)

Celestine H. Rhind
Notary Public

Mary M. Yates et al

To

Filed and Recorded February 1st 1950 at 8:30 A.M.

Family Finance Corporation

Account No. 16355 Actual Amount of this Loan \$300.00 Cumberland, Maryland, January, 31, 1950

KNOW ALL MEN BY THESE PRESENTS, that the under signed Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation Vogel Building 121 Balto. Street, Cumberland, Maryland for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Three Hundred--no/100 Dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at-- in the City of --County of--State of Maryland to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
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All the furniture, household appliances and equipment and all other goods and chattels now located in or about Mortgagors' residence at 323 Race St. in the City of Cumberland County of Allegany Maryland,

1, 3-piece living room suite red and blue, 1 majestic cabinet radio, 2 floor lamp, 1 gas stove Jewell heating, 1 studio couch, 1 library table oak, 1 oak table, 3 oak chairs, 1 sedie board, 1 table blue and 4 chairs, 1 Apex 149102 electric washer, 1 G.M. M 641 refrigerator, 1 gas Caloric stove, 1 blue cabinet, 1 walnut bed, 1 walnut bed, 1 baby walnut bed, 1 walnut dresser, 1 vanity and stool walnut, 1 bed metal blown.

Compared and attested before me
To Mary M. Yates et al
Feb 6 1950

true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William A. Wilson, Notary Public.

James C. Smith et ux

Mortgage

To Filed and Recorded February 1st 1950 at 9:00 A.M.

The Commercial Savings Bank of Cumberland, Maryland

THIS MORTGAGE, Made this 31st day of January, in the year nineteen hundred and Fifty by and between James C. Smith and Minnie P. Smith his wife, of Allegany County, State of Maryland of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, Witnesseth:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Four Hundred (\$400.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly.

NOW, THEREFORE, in consideration of the premises and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated and lying in or near the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 29, in the Cumberland Improvement Company's Eastern Addition to Cumberland, and more particularly described as follows:

Beginning at the end of the first line of Lot No. 28, and running thence with the East side of Marion Street, South 1 degree and 6 minutes West 40 feet; thence South 88 degrees and 54 minutes East 120 feet to a 14 foot alley; thence with the West side of said alley, North 1 degree and 6 minutes East 40 feet to the end of the second line of Lot No. 28; thence reversing said second line, North 88 degrees 54 minutes West 120 feet to the place of beginning.

Being the same property conveyed by Albert H. Northcraft, widower, to the said James C. Smith et ux by deed dated August 11, 1947, and recorded in Liber No. 216, folio 496, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Four Hundred (\$400.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable.

--and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply first: -To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Four Hundred (\$400.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

ATTEST:

William C. Dudley

James C. Smith (SEAL)

Minnie P. Smith (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 31st day of January in the year nineteen hundred and fifty before me the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James C. Smith and Minnie P. Smith his wife, and --acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in the form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

of sale in some newspaper published in said city, and the proceeds of such sale shall be applied, first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said Mortgagor, --personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said Mortgagee and applied to said deficiency.

WITNESS the hand and seal of said Mortgagor, the day and year first above written.

Witness: G. E. Sheir

Henry Schuffert, (Seal)

Mortgagor

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 9th day of Sept. in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Henry Schuffert and --acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared G.E. Sheir the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William A. Wilson, Notary Public.

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Marlin Sponaugle

Mortgage

To Filed and recorded February 1st 1950 at 11:30 A.M.

The First National Bank of Cumberland

(Stamps \$1.10)

THIS Mortgage, Made this 31 day of January 1950 by and between Marlin Sponaugle unmarried, of Allegany County, Maryland, party of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part,

WITNESSETH:

WHEREAS, the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of One thousand two hundred (\$1,200.00) dollars, payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid and in order to secure the prompt payment of the said indebtedness together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns all those

two certain lots, pieces or parcels of land known and designated as Lot Number 694 and Lot Number 695 in the Humbird Land and Improvement Company's Addition to Cumberland, located on the South side of Roberts Street, in the City of Cumberland, in Allegany County, in the State of Maryland, as shown on the Plat of the Humbird Land and Improvement Company's Addition to South Cumberland, Maryland, recorded among the Land Records of Allegany County, State of Maryland, at the end of Liber Number 73 of said records, and the courses and distances of said lots being recorded among the Table of Courses and Distances of the Lots of the Humbird Land and Improvement Company's Addition to South Cumberland, Maryland, in Liber Number 84 at folio 169, among the Land Records of Allegany County, State of Maryland, reference to said Plat and reference to said Table of Courses and Distances being hereby specially made for a fuller description of said Lot Number 694 and said Lot Number 695 hereby conveyed.

The aforesaid Lots Numbers 694 and 695 were vested in Martha Resaca Keller (also known as M. Resaca Keller and Resaca Keller) at the time of her death, and said lots were devised unto the said Melvin C. Keller and James P. Keller by the last will and testament of the said Martha Resaca Keller, probated on June 9, A.D. 1942 and recorded in Wills Liber T, page 414, among the Wills Records of Allegany County, State of Maryland, said lots being referred to in said Will as "Number III Roberts Street," located on Roberts Street in the City of Cumberland, in Allegany County, in the State of Maryland, "Number III Roberts Street" being the street number of the house located on said lots.

The interest of the said James P. Keller in said lots was conveyed by the said James P. Keller and Maryland R. Keller his wife, unto the said Melvin C. Keller by deed dated March 28, A.D. 1944 and recorded among the Land Records of Allegany County, State of Maryland, in Liber Number 199, folio 99.

The aforesaid lots were conveyed unto the said Resaca Keller (also known as M. Resaca Keller and Martha Resaca Keller) by the Humbird Land and Improvement Company of Cumberland, Maryland, by separate deeds as follows: deed for said Lot Number 694 being dated April 15, A.D. 1899 and recorded among the Land Records of Allegany County, Maryland, in Liber Number 86, Folio 9; and deed for said Lot Number 695 being dated March 9, A.D. 1903 and recorded among the Land Records of Allegany County, Maryland, in Liber Number 91, folio 624.

Reference to the aforesaid Plat, Table of Courses and Distances, Last Will and Testament and Deeds is hereby specially made for a fuller description of the said Lot Number 694 and the said Lot Number 695 hereby conveyed.

It being the same property which was conveyed to Marlin Sponaugle by Melvin C. Keller and Rose E. Keller, his wife, by deed dated November 12, A.D. 1947, and recorded in Liber No. 218, folio 96, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, his heirs, executors, administrators or assigns, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One thousand two hundred (\$1,200.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt, and interest thereon the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of

said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One thousand two hundred (\$1,200.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

Witness: H. C. Landis

Marlin Sponaule (SEAL)

STATE OF MARYLAND

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, THAT on this 31st day of January 1950 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Marlin Sponaule, unmarried and he acknowledged the foregoing mortgage to be his act and deed; and, at the same time before me also appeared H. A. Pitzer, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

Vitus J. Rossworm

Bill of Sale

To Filed and Recorded February 1st 1950 at 10:30 A.M.

Raymond H. Goss

(Stamps \$1.10)

IN CONSIDERATION of the sum of One Thousand (\$1,000.00) Dollars, cash in hand paid to me by Raymond H. Goss of Cumberland Allegany County, Maryland, I do hereby bargain and sell unto Raymond H. Goss, all of the following property listed under "Schedule A" hereto attached.

The said property is located at No. 19 North Liberty Street, Cumberland, Maryland.

WITNESS my hand and seal on this 20th day of January, 1950.

Witness: Wm. L. Wilson Jr.

V. J. Rossworm, (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this 20th day of January, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Vitus J. Rossworm, and he did acknowledge the foregoing Bill of Sale to be his act and deed; and at the same time before me also appeared Raymond H. Goss who did make oath in due form of law that the consideration in the foregoing Bill of Sale is true and bona fide.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

William L. Wilson, Jr., Notary Public.

Schedule A

4 Brunswick pool tables with equipment including balls, cue's and racks. 4 electric light
8 wooden chairs, 1 wall case, 1 floor counter, 1 Coca Cola ice box, 8 drop electric lights/fixtures
1 National cash register, 1 small iron safe.

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

BEFORE ME, Vitus J. Rossworm personally appeared, the vendor, who, being by me first duly sworn upon his oath, he did depose and say that the following statement contains the names of all the creditors of the said Vitus J. Rossworm together with their names and addresses and that the amount set opposite each of their respective names is the amount now owing by the vendor to such creditors; and that there are no creditors holding claims due or which shall become due for or on account of any goods, wares, merchandise, or fixtures, purchased upon credit, or on account of money borrowed to carry on the business of which said stock or fixtures, or stock and fixtures are a part, other than as set forth in said statement, and the facts set forth in this affidavit are within the personal knowledge of this affiant; and the affiant does state that there are no creditors to the best of his knowledge, information and belief.

SUBSCRIBED AND SWORN to before me, this 20th day of January, 1950.

(Notarial Seal)

William L. Wilson, Jr., Notary Public.

Harry F. Merrill

Bill of Sale

To Filed and Recorded February 1st 1950 at 1:00 P.M.

Lester R. Mauk et ux

(Stamps \$3.85)

This Contract of Sale and/or Agreement made between Leslie R. Mauk and Helen M. Mauk, his wife, parties of the first part and Harry F. Merrill, Party of the Second Part, All of Allegany County, Maryland.

WITNESSETH:

The Party of the First Party agrees to sell all contents and stock and the business known as "THE DAVIDSON STREET FOOD MARKET" at 222 Davidson Street, Cumberland, Maryland for the sum of Thirty Eight Hundred Dollars (\$3800.00). The Party of the Second Part agrees to buy all the contents, stock and business and agrees to pay on the following basis:

Nineteen Hundred Dollars-(1900.00) down, the receipt which is hereby acknowledged and the balance of Nineteen Hundred Dollars-(\$1900.00) to be paid in monthly payments of not less than twenty-five (\$25.00) dollars per month, payable on the first day of each month hereafter with interest at the rate of 6% per annum payable monthly and adjusted quarter annually until the full balance is paid.

The parties of the first part agrees that the equipment consists of the following:

1-8 ft. McCray Meat Case-Complete with trays, 1-1/3 H.P. McCray condensing unit., 1-Fleischman Freezer Cabinet-complete with unit., 1-Dayton Scale, 1-Hand Slicer, 1-McCaskey Cash Register 1-Pepsi Cola Tonic Cooler, 2-window lights--fluorescent, 1-Meat saw, 1-Butcher Knife, 1-Knife Sharpening Steel, 1-Brush type Scraper for meat block, 1-Box Opener, 2-Ice Cream Cone Dispensers, 1-Fan Type Scale, 1-Meat block, 1-Filing Cabinet, 1-Neon outside sign, 1-inside light, 1-Meat cleaver, 1-Long Blade Slicing Knife, 1-Small Meat Saw, 1-Set of Price tags, 1-Electric Fan

The party of the second part accepts all contents and business known as the "DAVIDSON STREET FOOD MARKET" and agrees not to remove any of the equipment mentioned or to sell any parts thereof or to have a lien placed on same until the full purchase price is paid. In the event of default in payments on the Part of the Party of the Second Part and such default continues until the amount in arrears amounts to Seventy-Five (\$75.00) Dollars then the Parties of the First Part may re-enter and take possession of all equipment mentioned without further notice. The stock must not at any time go below One Thousand (\$1000.00) Dollars at inventory.

This contract of sale is binding on all parties their heirs and assigns.

WITNESS OUR HANDS AND SEALS THIS 1st day of February, 1950.

WITNESS: Rebecca A. Duff

Leslie R. Mauk (Seal)

W.L. Smith

Helen M. Mauk (Seal)

R. L. Burkett

Harry F. Merrill (Seal)

Before me, a Notary Public of the State of Maryland, personally appeared the above named parties who affirmed that the facts set forth in the above are true and correct.

(Notarial Seal)

Angela A. Coleman

My Commission expires May 7, 1951,

Notary Public.

Edythe G. Munro, et vir.

To

Chattel Mortgage.

Filed and Recorded February 2nd 1950 at 8:30 A. M.

Personal Finance Company

(Stamps 55¢).

Loan No. 1663 - Final Due Date: February 2, 1951 - Amount of Loan: \$531.84.

Mortgagor's Name and Address: Edythe G. & Kenneth M. Munro, Route #1, LaVale, Cumberland, Md.

Mortgagee: Personal Finance Company of Cumberland, Room 200, Liberty Trust Company Building, Cumberland, Md.

Date of Mortgage: February 2, 1950.

THIS CHATTEL MORTGAGE, made between the mortgagor and the Mortgagee, WITNESSETH:

That for and in consideration for a loan in the amount of loan stated above, made

by Mortgagee to Mortgagor, which loan is repayable in 12 successive monthly instalments of \$44.32 /100 each, said instalments being payable on the 1st day of each month from the date hereof, mortgagor does hereby bargain and sell unto Mortgagee, the personal property described below in a schedule marked "A" which is hereby made a part hereof by this reference.

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, That if mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns the said loan according to its terms as aforesaid and as evidenced by a certain promissory note of even date herewith, then these presents shall be void. The note evidencing said loan provides that the amount thereof or any part thereof may be paid in advance at any time and also provides that if said note is not fully paid on the final due date thereof, the unpaid balance thereof shall bear interest at the rate of 6% per annum from said final due date, until paid.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment or any part thereof, as provided in said note, then the entire unpaid balance shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor and sell same for cash or on credit at public or private sale, with or without notice to mortgagor.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to mortgagor shall be deemed to include any successors or assigns of Mortgagee.

The following have been deducted from said amount of loan:

PB Bal.	\$146.07
For interest at the rate of one-half (1/2%) per cent per month for the number of months contracted for	31.84
Service charges	20.00
Recording fees & Release	3.25
For	330.68
Cash Received	531.84

is hereby acknowledged by the Mortgagor.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

Witness: Beverly J. Wilt

Edythe G. Munro (SEAL)

Witness: Edith M. Twigg.

Kenneth M. Munro (SEAL)

SCHEDULE "A"

A certain motor vehicle, complete with all attachments and equipment, now located at the address of the Mortgagors indicated above, to wit: None --

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to-wit:

- LIVING ROOM - 1 wal. secty; 1 3-pc. living room suite, brown; 2 rugs, Wilton; 2 table, end; 1 coffee table; 1 Grandfathers clock.
- DINING ROOM - 1 Buffet, wal.; 6 chairs, wal.; 1 china closet, wal., 1 serving table, wal.; 1 table, wal.; 1 RCA Radio.
- KITCHEN - 4 chairs, red & white; 1 refrigerator, Kelfinator; 1 stove, electric; 1 table, red & white; 1 vacuum cleaner, Apex; 1 washing machine, Speed Queen.
- BED ROOMS - 1 bed, wal.; 2 bed, twin, magh., 1 chair, boudoir; 1 chiffonier, wal., 1 dresser, wal.; 1 dressing table, wal.; 1 magh. dresser.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession.

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 1st day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Edythe G. Munro and Kenneth M. Munro, (her husband) the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared Edith M. Twigg, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

John W. Strother, et ux.

To

National Bank of Keyser, W. Va.

Purchase Money Mortgage:

THIS MORTGAGE, made this 30th day of January, 1950, by and between John W. Strother and Helen V. Strother, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, in the State of Maryland, parties of the first part and The National Bank of Keyser, West Virginia, a corporation, hereinafter called mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so requires or admit, of Mineral County, State of West Virginia, party of the second part, witnesseth:

WHEREAS, said mortgagors now stand indebted unto the said mortgagee in the full and just sum of One Thousand Three Hundred Twenty-Five (\$1325.00) Dollars, as evidenced by their promissory note of even date herewith, payable on demand, with interest at the rate of six (6) per cent per annum, or any renewal of said note in whole or in part, signed by John W. Strother and Helen V. Strother, his wife. On the face of which note is the following:

Mortgage.

Filed and Recorded February 2" 1950 at 8:30 A. M.

"A minimum of \$32.00 to be paid on this note each month, but notwithstanding the balance due, with interest, may be called at any time."

NOW THEREFORE, this deed of Mortgage witnesseth that, in consideration of the premises and the sum of one dollar, in hand paid, the said mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagee the following real estate, to-wit:

FIRST: All that certain tract or parcel of land lying in voting District Number 8 of Allegany County, State of Maryland, near the village of Dawson on the west side of U. S. Route (Highway Number 220) and described by metes and bounds by a survey made on the 17th day of September, 1936, by continued vernier reading and on the magnetic meridian as follows: BEGINNING at a set stone, corner to a tract recently sold to --- Lancaster, located 12 feet westward from the edge of the present concrete surface and being in the West boundary line of said road right of way and running thence with a line of said Lancaster N. 42 deg. 25' W. 92 feet to a point between two side line chestnut oak trees on the west side of a drain against a steep bank; thence leaving the said Lancaster land and making new division lines N. 26 deg. 32' E. 598.5 feet to a set stone at the foot of a steep bank on the west side of said run and being 8 feet from a sugar sapling and 6 feet from a small sycamore tree; thence S. 67 deg. 30' E. 54 feet to a 20-inch apple tree, same course continued 97 feet more making 151 feet in all to a set stone located 12 feet short of said concrete surface of said road (this line approaches the said road at right angle thereto) thence with the Western boundary line of said road and running 12 feet from and parallel to said concrete 619.2 feet to the place of beginning, containing 1.663 acre by calculation.

EXCEPTING, however, the following which was conveyed by Harry L. Hickie, et ux, to Dakin C. Morehouse and Troxelle Morehouse by deed dated March 21, 1938 and recorded in Liber 190, Folio 92, in the Land Records of Allegany County, Maryland, to-wit: BEGINNING at a set stone corner to A. Lancaster, located 12 feet from the concrete surface of U. S. Route 220 and in the west boundary line of said road and running thence with a line of said Lancaster (M. B. 1936) N. 45 deg. 25' W. 92 feet to a point between two side line chestnut oak trees on the west side of a drain against a steep bank; thence leaving the said Lancaster land N. 26 deg. 32' E. 534 feet to a stake in the second line of the original; thence making a new division line S. 57 deg. 30' E. 145 feet to a set stone in the West boundary line of said road; thence with said boundary line and the last original line S. 32 deg. 30' W. 555.2 feet to the place of the BEGINNING, containing 1.445 acres.

SECOND: All that certain tract or parcel of land lying on the west side of U. S. Route No. 220, commonly known as McMullen Boulevard, in the village of Dawson, in Election District No. 8 of Allegany County and State of Maryland, and described by metes and bounds as follows: BEGINNING at a point on the west boundary line of U. S. No. 220, a set stone, the fourth corner to a tract of 1.663 acres sold to Harry L. Hickie, et ux, by deed from Fannie B. Biser and Joseph Biser, bearing date of September 17, 1936, and of record in Liber L. L. S. No. 176, Folio 9, one of the Land Records of Allegany County and running thence with the third line thereof reversed, N. 57 deg. 30' W. 97 feet to an apple tree, same course continued 54 feet more, making 151 feet in all to another set stone at the foot of a hill on the West side of Clark's Run and being 8 feet from a sugar sapling and 6 feet from a small sycamore tree; thence making new division line by continued vernier reading (M. B. 1936) N. 26 deg. 32' E. 224.15 feet to another set stone; thence S. 57 deg. 30' E. 173.65 feet to another set stone 20 feet short of the center line of said road and in the West boundary line thereof directly opposite the south end of the concrete guard rail of a bridge over Clark's Run; thence with said road boundary line S. 32 deg. 20' W. 223 feet to the place of the beginning, containing

Compared and Mailed February 7, 1950
To Mr. Keyser, W. Va.
Feb 7 1950

0.83 of one acre by calculation.

Being the same two parcels of real estate conveyed to John W. Strother and Helen V. Strother, his wife, as tenants by the entirety, by Pearl Jewell Cook and Rufus Lee Cook, her husband, by deed dated the 26th day of January 1950, which said deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

THERE IS EXCEPTED AND RESERVED from this conveyance the following: BEGINNING at an iron bolt in the west boundary of the McMullen Highway (U. S. 220) the fourth corner to a 1.445 acre tract conveyed by Harry L. Hickie, and wife, to Daken C. Morehouse and Troxelle Morehouse, his wife, by deed dated March 21, 1938, recorded among the Land Records of Allegany County, Maryland, in Liber No. 190, Folio 92, and a corner to a tract conveyed to Pearl Jewell by said Hickie and wife by deed dated August 17, 1943, and running with the division line of said tracts reversed (M. B. 1937) N. 57 deg. 25' W. 145 feet to a stake on a steep hill west of Clark's Run; thence with the second original line of the Pearl Jewell land, of which this is a part, N. 26 deg. 37' E. 11.6 feet to a stake and new division corner; thence, with new division line, S. 57 deg. 25' E. 156.6 feet to a stake in the west boundary line of said McMullen Highway 176 feet south of the concrete bridge over Clark's Run; thence with fourth original line and parallel to said Highway, S. 32 deg. 35' W. 11 feet to the place of BEGINNING, containing .3385 of one acre by calculation. This exception being from parcel no. Two mentioned and described above.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

PROVIDED that if the said mortgagors shall pay the said mortgagee the aforesaid sum of One Thousand Three Hundred Twenty Five (\$1325.00) Dollars, with interest, in manner and form as hereinbefore provided, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagors may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon, the said mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE of default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said mortgagee or Emory Tyler, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland; if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: First, to the payment of all expenses incident to such sale, including taxes, and a commission of eight (8) per cent. to the party making said sale; second, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; Third, to pay the balance to the said mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the mortgagors to the person advertising.

AND the said mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least One Thousand Three Hundred Twenty-Five (\$1325.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premiums for said insurance when due.

Witness the hands and seals of said mortgagors.

Attest:	John W. Strother	(SEAL)
P. J. Davis.	Helen V. Strother	(SEAL)
(Corporate Seal)	THE NATIONAL BANK OF KEYSER, W. VA.	a corporation
	By Jos. E. Patchett.	President

STATE OF WEST VIRGINIA, COUNTY OF MINERAL, TO WIT:

I HEREBY CERTIFY that on this 30th day of January, 1950, before me, the undersigned, a Notary Public, of the State of West Virginia, in and for said County of Mineral, personally appeared John W. Strother and Helen V. Strother, his wife, the within named mortgagors, and acknowledged the foregoing mortgage to be their respective act and deed. And, at the same time, before me, also personally appeared Joseph E. Patchett, president of The National Bank of Keyser, West Virginia, a corporation, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal) P. J. Davis, Notary Public.
My Commission Expires:
Apr. 5, 1954

Ernest Bosard Treat
To
First National Bank of Cumberland, Md.
Filed and Recorded February 2nd 1950 at 8:30 A. M.

THIS CHATTEL MORTGAGE, made this first day of February, 1950, by and between Ernest Bosard Treat, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Six Hundred Twenty & 57/100 dollars (\$620.57), which is payable in 15 monthly installments of Forty-One and 39/100 dollars (\$41.39) payable on the first day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Alle-

Compared and Mailed 1-27-50
To Mtgee Co. Feb 7 1950

gany County, Maryland:

1946 Nash Ambassador - 4-Door Sedan - Engine & Serial No. R-410531.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND IT IS further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of full coverage dollars (\$ ----), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all: T. V. Fier.

Ernest Bosard Treat (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this first day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ernest Bosard Treat, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared T. V. Fier, of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing Chattel Mortgage is true and bona fide as therein set forth; and the said T. V. Fier, in like manner made oath that he is the Ass't Cashier, of said Mortgagee and duly authorized to make this affidavit. (Notarial Seal)

WITNESS my hand and Notarial seal. A. A. Helmick, Notary Public
My Commission Expires May 7, 1951.

James Allen Hanna, et ux.

Mortgage.

To Filed and Recorded February 2nd 1950 at 10:10 A. M.
Equitable Savings & Loan Society of Frostburg, Md. (Stamps \$2.20).

THIS MORTGAGE, Made this 26th day of January, 1950, by and between James Allen Hanna and Margaret Pearl Hanna, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor", and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

WHEREAS, the Mortgagor, being a member of said Society, has received therefrom a loan of Two Thousand One Hundred and Eighty and 00/100 dollars (\$2,180.00), being the balance of the purchase money for the property hereinafter described on his Sixteen and ten-thirtieths (16.10/13) Shares of its stock.

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof, at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Twenty-One Dollars and Twenty-Eight cents Dollars (\$21.28), on or before the sixteenth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that therepayment thereof together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this mortgage:

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release and confirm and assign unto the Mortgagee, its successors and assigns, the following property to-wit:

ALL that lot or parcel of ground situated on Beall's Lane, in the City of Frostburg, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at the end of thirty-nine feet on a line drawn South eighty-nine degrees West from the southwest corner of the lot conveyed by Thomas Johnson, et ux, to Samuel Johnson and Carrie G. Coulehan, by deed dated November 25, 1901, and recorded in Liber No. 91, Folio 678, of the Land Records of Allegany County, and running thence North thirty-four degrees West forty-eight feet; thence South fifty-three degrees West

eighty-two feet; thence South thirty-four degrees East sixty-five feet; thence North fifty-three degrees East fifty-seven feet; thence North nineteen and three-fourths degrees East thirty-one feet to the beginning.

IT being the same property which was conveyed to the said James Allen Hanna and wife by Helen Dufty Stair by deed dated October 18, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 205, Folio 597.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this mortgage, the sum of --- Dollars (\$ --) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

IT is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in

good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property, without the written consent of the Mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs and assigns, which said sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have

matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS AS TO ALL: James Allen Hanna (SEAL)
Harry J. Boettner Margaret Pearl Hanna (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James Allen Hanna and Margaret Pearl Hanna, his wife, the Mortgagor herein, and acknowledged the foregoing instrument of writing to be -- act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner, Notary Public.

Walter A. McKinney, et ux.

Mortgage.

To

Filed and Recorded February 2nd 1950 at 1:55 P. M.

Cumberland Cement and Supply Company

(Stamps \$3.85)

THIS MORTGAGE, Made this 30th day of January in the year Nineteen Hundred and Fifty by and between Walter A. McKinney and Ola McKinney, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Cumberland Cement and Supply Company, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Three Thousand Five Hundred Twenty-Seven Dollars and Thirty-Four Cents (\$3,527.34) this day loaned the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, which said sum shall be repaid within five (5) years from the date hereof, together with interest thereon at the rate of five per cent (5%) per annum, which said interest shall be paid semi-annually.

It is understood and agreed that the parties of the first part shall have the right to pay off this mortgage at any time or make any payment upon the principal due thereon in an

amount of One Hundred Dollars (\$100.00) or more per payment.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground situated, lying and being in Allegany County, Maryland, and situated on the easterly side of an 18-foot lane leading from the Vocke Road to the Western Maryland Railroad right-of-way and more particularly described as follows: to wit:

FIRST: BEGINNING for the same at a stake standing on the easterly side of an 18-foot lane leading from what is known as the Vocke Road to the Western Maryland Railroad right-of-way which said point stands at the end of a line drawn South 10 degrees West 150.2 feet from the point of beginning in a deed from Mary H. Vocke, et vir, to Walter A. McKinney, dated January 8, 1949, and recorded in Deeds Liber 223, Folio 666, among the Land Records of Allegany County, Maryland, and running thence with said side of said 18-foot lane South 10 degrees West 50 feet; thence South 80 degrees East 135 feet; thence North 10 degrees East 50 feet; thence North 80 degrees West 135 feet to the place of beginning. The above described property is known as Lot No. 4 on a plat of the Walter A. McKinney lots as surveyed in January, 1949, by Ralph E. Wilson, surveyor, which plat will be recorded among the Land Records of Allegany County, Maryland.

SECOND: BEGINNING for the same at a peg standing on the easterly side of an eighteen foot lane leading from the Vocke Road to the Western Maryland Railroad right-of-way which is also located at the end of a line drawn South 10 degrees West 200.2 feet from the place of beginning in a deed from Mary H. Vocke, et vir, to Walter A. McKinney, dated January 8, 1949, and recorded in Deeds Liber 223, Folio 666, among the Land Records of Allegany County, Maryland, and running thence with said side of said lane, South 10 degrees West 50 feet; thence South 80 degrees East 135 feet; thence North 10 degrees East 50 feet; thence North 80 degrees West 135 feet to the place of beginning. The above described property is known as Lot No. 5 on a plat of the Walter A. McKinney lots as surveyed in January, 1949, by Ralph E. Wilson, surveyor, which plat will be recorded among the Land Records of Allegany County, Maryland.

THIRD: BEGINNING for the same at a stake standing on the easterly side of an 18-foot lane leading from the Vocke Road to the Western Maryland Railroad right-of-way, which said stake stands also at the end of a line drawn South 10 degrees West 400.2 feet from the place of beginning in a deed from Mary H. Vocke, et vir, to Walter A. McKinney, dated January 8, 1949, and recorded in Deeds Liber 223, Folio 666, among the Land Records of Allegany County, Maryland, and running thence with said side of said Lane South 10 degrees West 112 feet to a peg standing along the northerly limits of the Western Maryland Railroad right-of-way; thence with said side of said right-of-way South 84 degrees 20 minutes East 135.6 feet; thence North 10 degrees East 101.8 feet; thence North 80 degrees West 135 feet to the place of beginning. The above described property is known as Lot No. 9 on a plat of the Walter A. McKinney lots as surveyed in January, 1949, by Ralph E. Wilson, surveyor, which plat will be recorded among the Land Records of Allegany County, Maryland.

Compared and Mailed Delivered
To Ralph E. Wilson, Surveyor
Jan 7 1950

FOURTH: All that lot or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known as Lot No. 78, as shown on the map of Edgewood Park Addition to Cumberland, Maryland, recorded in Plat Box No. 106, one of the Land Records of Allegany County, Maryland, which said Lot No. 78 is more particularly described as follows:

BEGINNING for the same at a point on the southerly side of Ashland Avenue distant South 64 degrees 18 minutes East 120 feet from the intersection of the southerly side of Ashland Avenue with the easterly side of Piedmont Avenue, and running thence with the Southerly side of Ashland Avenue, South 64 degrees 18 minutes East 40 feet; thence South 25 degrees 42 minutes West 100 feet; thence North 64 degrees 18 minutes West 40 feet; thence North 25 degrees 42 minutes East 100 feet to the place of beginning.

IT being the same property conveyed by William P. Roeder, et ux, to Walter A. McKinney by deed dated November 1, 1944, and recorded in Deeds Liber 202, Folio 331, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, the aforesaid sum of Three Thousand Five Hundred Twenty-Seven Dollars and thirty-four cents (\$3,527.34), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred Twenty-Seven & 34/100 dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

WITNESS: Wm. R. Carscaden

Walter A. McKinney (SEAL)

Wm. R. Carscaden

Ola McKinney (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Walter A. McKinney and Ola McKinney, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared George K. Steiner, president of The Cumberland Cement and Supply Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William A. Wilson, Notary Public.

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Irvin C. Brant, et ux.

Mortgage.

To

Filed and Recorded February 2nd 1950 at 2:30 P. M.

(Stamps \$2.20).

Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, Made this 1st day of February, in the year nineteen hundred and fifty, by and between Irvin C. Brant and Daisy M. Brant, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Irvin C. Brant and Daisy M. Brant, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand One Hundred (\$2,100.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said Irvin C. Brant and Daisy M. Brant, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to wit:

Compared and Mailed Deed and Mortgage
To Mtge Co. Feb 7 1950

All that lot or parcel of ground situated, lying and being on the East side of Grand Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 123 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same on the east side of Grand Avenue at the end of the first line of Lot No. 122 and running thence with Grand Avenue, South 18 degrees 34 minutes West 42.5 feet, then South 71 degrees 26 minutes East 100 feet to the West side of Wendell Alley, then with said Alley, North 18 degrees 34 minutes East 42.5 feet to the end of the second line of said lot No. 122, then with said line reversed, North 71 degrees 26 minutes West 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Rosser H. Howie, et ux., by deed dated September 12, 1923, and recorded in Liber 144, Folio 398, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand One Hundred Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the

payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand One Hundred (\$2,100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Irvin C. Brant (SEAL)

Daisy M. Brant (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irvin C. Brant and Daisy M. Brant, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bond fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

Chattel Mortgage.

Lawrence V. Lowery

To

Filed and Recorded February 3rd 1950 at 8:30 A. M.

Family Finance Corporation

Account No. 16,360 - Actual amount of this Loan \$185.00 - Cumberland, Md. February 1, 1950.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of One Hundred-Eighty-Five no/100 Dollars (\$185.00) as evidenced by a certain promissory note of even date payable in 8 successive monthly installments of \$23.76 each; which includes interest at the rate of three per centum (3%) per month

Compared and
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banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of One Thousand Eighty-Four and 97/100 dollars, (\$1,084.97) which is payable with interest at the rate of six per cent (6%) per annum in 21 monthly installments of Fifty-One and 70/100 dollars (\$51.70) payable on the 2nd day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at R.F.D. #1, Frostburg, Allegany County, Maryland:

1950 Plymouth Sp. Deluxe 4-D Sedan - Engine No. P20-65708 - Serial No. 12412498.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay the same over to the mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee, in the sum of One Thousand and no/100 dollars (\$1000.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all:

Joseph F. Goodwin (SEAL)

David R. Willetts

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph F. Goodwin, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the cashier and agent of said mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Graham Gray, et ux.

Mortgage.

To

Filed and Recorded February 3rd 1950 at 10:55 A. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$1.10)

THIS MORTGAGE, Made this 30th day of January, in the year nineteen hundred and fifty, by and between Graham Gray and Marie Gray, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Graham Gray and Marie Gray, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Graham Gray and Marie Gray, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

ALL that lot or parcel of ground and improvements thereon, lying and being in the Village of Midland, Allegany County, Maryland, and described as follows:

Beginning for the same at the southwest corner of "the school House" lot, this conveyance being a part thereof, at a post standing with the adjoining line of the Firls

Compared and Mailed Delivered
To: *Allegany County*
Feb 7 1950

property at the limits of the county road leading to Frostburg and at the south side of same, and running thence with the limits of said lot, North 46 degrees East 64 feet, thence South 38 degrees East 65 feet or until it reaches the limits of the George's Creek and Cumberland Railroad, thence South 58-1/4 degrees West 64 feet with the limits of the said Railroad, thence North 38 degrees West 53 feet or until it reaches the limits of the County Road at the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by William A. Gunter and wife, by deed dated November 12, 1930, and recorded in Liber 164, Folio 645, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and the interest hereby intended to be secured the said mortgagors hereby covenant to pay the said mortgage debt the interest thereon, and all public charges and assessments when legally demandable; and it is

further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand (\$1,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said Mortgagor.

Attest: James Park

Graham Gray (SEAL)

Marie Gray (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Graham Gray and Marie Gray, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

G. C. Sensabaugh, Inc.

Supplemental Chattel Mortgage

To

Filed and Recorded February 3, 1950 at 3:55 P. M.

Liberty Trust Company, Cumberland, Md.

THIS SUPPLEMENTAL CHATTEL MORTGAGE, Made this 24th day of January, 1950, by and between G. C. Sensabaugh, Inc., a corporation, of Cumberland, Maryland, party of the first part and The Liberty Trust Company, a corporation, of Cumberland, Maryland, party of the second part witnesseth:

WHEREAS, by Deed of Trust bearing date June 22, 1946, and recorded in Liber 182, Folio 42, one of the Mortgage Records of Allegany County, Maryland, the said party of the first part herein granted and conveyed unto George R. Hughes, as Trustee for the Peoples Bank of Cumberland, Cumberland, Maryland, certain real estate, personal property, equipment, motor vehicles and stone crushing units, etc., all situated in Allegany County, in the State of Maryland, all as more fully set out and described in detail therein, special reference to

Compared and Mailed Delivered
To *Allegany Co.*
Jan 7 1950

which said Deed of Trust is hereby made for a full and complete description of said real estate and personal property, and

WHEREAS, the said Deed of Trust contains a provision whereby G. C. Sensabaugh, Inc., party of the first part herein, covenants and agrees to execute additional and supplemental Deeds of Trust or other evidence of indebtedness on any property thereafter acquired by it in order to more adequately secure the obligation therein evidenced, and

WHEREAS, in the meantime, Peoples Bank of Cumberland, Cumberland, Maryland, has merged with the said The Liberty Trust Company, a corporation, Cumberland, Maryland, as will be seen by reference to said Merger Agreement, filed and recorded December 28, 1948, in Certificate of Incorporations Docket 9, page 454, in the Office of the Clerk of the Court of Allegany County, and

WHEREAS, the said G. C. Sensabaugh, Inc., has since acquired additional equipment, namely, Two Ingersoll-Rand Compressors, two Ingersoll-Rand Wagon Drills and one 1949 Mack Tractor Motor Truck and it is now the desire and intention to carry out its covenants and obligations in order to more securely and adequately protect its loan.

NOW THEREFORE, in consideration of the premises and matters and facts above recited, and the sum of One Dollar (\$1.00), paid by the said party of the second part unto the said party of the first part, the receipt of which is hereby acknowledged, and in further consideration of the covenants and conditions as set forth in the Purchase Money Deed of Trust, dated June 22, 1946, by and between the parties hereto, the said party of the first part does hereby bargain and sell, give, grant, release, convey and confirm unto the said party of the second part, the following described equipment, to wit:

- One 1949 Mack Tractor Truck - Serial No. LJT 1D7239D - Motor No. NH-10442-2
- 1 Ingersoll Rand 105 Compressor, 1945 Model Serial Number HK-105.
- 1 Ingersoll Rand Wagon Drill, 1942 Model - Model X71 Serial Number X714710
- 1 Used Model 1K-315 Ingersoll-Rand Compressor on 4 Steel Wheels, Serial No. 40T-12694, Engine No. UDR-219221.
- 1 Used Model FM-2 Ingersoll-Rand Wagon Drill - Serial No. 6204 - Drifter No. 532861.

It being covenanted and agreed by and between the parties hereto, that all covenants, conditions, limitations, provisions and restrictions as set forth in the Purchase Money deed of trust from G. C. Sensabaugh, Inc., to the said George R. Hughes, Trustee, dated June 22, 1946, and recorded in Liber 182, Folio 42, one of the Mortgage Records of Allegany County, shall extend and apply to and be considered a part of this Supplemental Chattel Mortgage, as fully and to the same extent and purpose as though they were set forth and contained in full in this Supplemental Chattel Mortgage.

IN WITNESS WHEREOF, G. C. Sensabaugh, Inc., has caused this Supplemental Chattel Mortgage to be signed by its President, with its corporate seal hereunto affixed, all duly attested by its Secretary, on the day and year above written.

(Corporate Seal)

Attest:

French Sensabaugh,
Secretary.

G. C. Sensabaugh, Inc.

By G. C. Sensabaugh,
President.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of January, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared G. C. Sensabaugh, president of G. C. Sensabaugh, Inc., a corporation, and on behalf of said corporation, acknowledged the foregoing Supplemental Chattel Mortgage to be the act and deed of said

Corporation; and at the same time, personally appeared Charles A. Piper, president of The Liberty Trust Company, and made oath in due form of law that the consideration is bona fide.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.

(Notarial Seal)
My Commission Expires 5/7/51.

Mildred E. Fisher, Notary Public.

Robert E. Robinette, et ux.

Mortgage.

To

Filed and Recorded February 3rd 1950 at 3:55 P. M.

Liberty Trust Company, Cumberland, Md.

(Stamp \$11.00)

THIS MORTGAGE, made this 3rd day of February, in the year nineteen hundred and fifty, by and between Robert E. Robinette and Virginia R. Robinette, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

Whereas, the said Robert E. Robinette and Virginia R. Robinette, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Ten Thousand (\$10,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert E. Robinette and Virginia R. Robinette, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southwest side of a proposed 25-foot street, being part of the "Home Lot" of the tentative sub-division of the Scott Kelso Property in LaVale, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing on the Southwest side of a proposed 25-foot street, said iron stake also stands at 161-7/10 feet on the first line of the whole parcel of ground known as the "Home Lot" of the said Scott Kelso Property, as conveyed by Claude L. Deal, et ux. to Robert E. Robinette, et ux., by deed dated December 1, 1949, and recorded in Liber No. 227, Folio 216, one of the Land Records of Allegany County, and running thence with the Southwest side of the said street and with the remainder of the said first line (Magnetic Bearings as of the said deed and with Horizontal Measurements), South 51 degrees 5 minutes East 132-3/10 feet to an iron stake, thence leaving the said street

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To Allegany County
Feb 7 1950

and running with the second, third, fourth, fifth, sixth and party of the seventh lines of the said Robinette whole property, South 38 degrees 55 minutes West 114-4/10 feet to an iron stake, South 35 degrees 52 minutes East 51-82/100 feet to an iron stake standing at an old fence post of the Kelso property line, thence with the old line of fence, South 38 degrees 55 minutes West 59-6/10 feet to an iron stake standing at the end of the third line of the adjoining parcel of ground conveyed by George E. Kelso et al. to Elmer T. Beachley et ux., by deed dated May 14, 1945, and recorded in Liber No. 204, Folio 278, one of the Land Records of Allegany County, thence reversing the third, second and part of the first lines of the said Beachley parcel of ground, North 35 degrees and 52 minutes West 114-56/100 feet to an iron stake, North 47 degrees 5 minutes West 40-15/100 feet to an iron stake, North 55 degrees 20 minutes West 16-5/10 feet to an iron stake, thence leaving the seventh line of the said Robinette whole property and also, the first line of the said Beachley parcel of ground and running thence across the said whole property, North 32 degrees 55 minutes East 156-9/10 feet to the beginning, containing 1/2 acre, more or less.

It being part of the same property which was conveyed unto the said Mortgagors by Claude L. Deal et ux., by deed dated December 1, 1949, and recorded in Liber 227, Folio 216, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ten Thousand (\$10,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the said mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said Mortgagor.

Attest: Hugh D. Shires

Robert E. Robinette (SEAL)

Virginia R. Robinette (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert E. Robinette and Virginia R. Robinette, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

#####

Robert E. Robinette, et ux.

Mortgage.

To
Liberty Trust Company, Cumberland, Md.

Filed and Recorded February 3rd 1950 at 3:55 P.M.

(Stamps \$14.30)

MARYLAND MORTGAGE

THIS MORTGAGE, Made this 3rd day of February, A. D. 1950, by and between Robert E. Robinette and Virginia R. Robinette, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee, known as The Liberty Trust Company, Cumberland, Maryland,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Thirteen Thousand Dollars (\$13,000.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the Office of the Liberty Trust Company, in Cumberland, Maryland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Thirteen and 88/100 dollars (\$113.88), commencing on the first day of September, 1950, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1962. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00) whichever is less.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged the mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to-wit:

All that lot or parcel of ground situated at the intersection of the Southwest side of a proposed 25-foot street, and the Southeast side of the National Pike, being part of the "Home Lot" of the tentative sub-division of the Scott Kelso Property in LaVale, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing at the point of intersection of the southwest side of a proposed 25-foot street and the Southeast side of the National Pike, said iron stake also stands at the beginning of the whole parcel of ground known as the "Home Lot" of the said Scott Kelso Property as conveyed by Claude L. Deal et ux, to Robert E. Robinette, et ux., by deed dated December 1, 1949, and recorded in Liber No. 227, Folio 216, one of the Land Records of Allegany County, and running thence with the Southwest side of the said 25-foot street, and also with part of the first line of the said Robinette whole property (Magnetic Bearings as of the said deed and with horizontal measurements), South 51 degrees 5 minutes East 161-7/10 feet to an iron stake, thence leaving the said 25-foot street and the first line of the said whole property and running across the said whole property parallel with the aforementioned National Pike, South 32

degrees 55 minutes West 156-9/10 feet to an iron stake standing on the seventh line of the said whole property, said iron stake also stands on the first line of the adjoining parcel of ground as conveyed by George E. Kelso, et al., to Elmer T. Beachley, et ux., by deed dated May 14, 1945, and recorded in Liber No. 204, Folio 278, one of the Land Records of Allegany County, thence with the remainder of the said seventh line and all of the eighth line of the said Robinette whole property, and reversing the first line of the said Beachley parcel of ground, North 55 degrees 20 minutes West 160-8/10 feet to an iron stake standing on the aforementioned Southeast side of the National Pike, thence with the said Southeast side, North 32 degrees 55 minutes East, 169 feet to the beginning, containing 6/10 of an acre, more or less.

It being part of the same property which was conveyed unto the said Mortgagors by Claude L. Deal, et ux., by deed dated December 1, 1949, and recorded in Liber 227, Folio 216, one of the Land Records of Allegany County, Maryland.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto, the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein, and upon the full payment of the principal debt secured hereby; and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commission and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month, until the said debt is fully paid, the following sums.

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the Mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the mortgagor for such items. If however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from the date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in

approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage, the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or George R. Hughes, its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in ---- County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: first, to the payment of all expenses incident to such sale, including counsel fees of fifty dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby;

and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such act and regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: Hugh D. Shires

Hugh D. Shires

Robert E. Robinette (SEAL)

Virginia R. Robinette (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert E. Robinette and Virginia R. Robinette, his wife, the above named Mortgagors and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the president of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Charles A. McDade

Chattel Mortgage

To Filed and Recorded February 4" 1950 at 8:30 A.M.

The First National Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 3rd day of February, 1950 by and between Charles A. McDade of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of One Thousand Eighty and no/100 Dollars (\$1,080.00) which is payable with interest at the rate of 5% per annum in 18 monthly installments of Sixty and No/100 Dollars (\$60.00) payable on the 3rd day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

Two new produce & meat cases, Serial Nos. H-6382 and H-6373, less ends.

Two pairs of ends. Two sets of 3" price tag molding. One 150 FH Condensing Unit,

Serial No. 756674-9

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied:

Howland H. Pell, Jr. et al
To
Filed and Recorded February 4" 1950 at 8:30 A.M.
Cumberland & Allegheny Gas Company

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SATISFACTION RELEASE AND DISCHARGE

Made the 30th day of November, 1949, by Howland H. Pell, Jr. of Westport, Connecticut, and Jacob R. Harvin of Northport, New York, as Trustees, to Cumberland and Allegheny Gas Company, a West Virginia corporation (hereinafter referred to as "Company").

WHEREAS, under date of December, 1, 1924, the Company executed a First Mortgage and Deed of Trust (hereinafter called the "Mortgage") to The Atlantic Exchange Bank and Trust Company, as Trustee, to secure an issue of First Mortgage 25-Year 7% Gold Bonds (hereinafter called the "Bonds"), which mortgage covers the property of the Company therein specifically described, and other property thereafter acquired by the Company;

WHEREAS, the mortgage was recorded in the County Court Clerk's Office of Barbour County, West Virginia, in Trust Deed Book No. 2 page 286; in the County Court Clerk's Office of Braxton County, West Virginia, in Trust Deed Book No. 16, page 380; in the County Court Clerk's Office of Gilmer County, West Virginia, in Trust Deed Book No. 11, page 38; in the County Court Clerk's Office of Harrison County, West Virginia, in Trust Book No. 85, page 73; in the County Court Clerk's Office of Lewis County, West Virginia, in Trust Deed Book No. 18, page 319; in the County Court Clerk's Office of Grant County, West Virginia, in Deed of Trust Book No. 6, page 1; in the County Court Clerk's Office of Mineral County, West Virginia, in Deed of Trust Book No. 21, page 276; in the County Court Clerk's Office of Preston County, West Virginia, in Trust Book No. 28, page 593; in the County Court Clerk's Office of Randolph County, West Virginia, in Deed of Trust Book No. 21, page 121; in the County Court Clerk's Office of Taylor County, West Virginia, in Trust Deed Book A.E., page 420; in the County Court Clerk's Office of Tucker County, West Virginia, in Deed of Trust Book No. 15, page 65; in the County Court Clerk's Office of Upshur County, West Virginia, in Trust Deed Book No. 20, page 484; in the Recorder's Office of Alleghany County, Maryland, in Liber L.L.S. No. 95, Folio 256, Mortgages; and in the Recorder's Office of Garrett County Maryland, in Liber EZT No. 90 Folio 56;

WHEREAS the said The Atlantic Exchange Bank and Trust Company, Trustee, was succeeded as Trustee under the mortgage by The Baltimore Trust Company, Trustee;

WHEREAS the mortgage was specifically amended in certain respects by a First Supplement thereto, dated as of January 1, 1926; and by a Second Supplement thereto, dated as of December 1, 1934;

WHEREAS, on December 14, 1934, Columbia Gas & Electric Corporation, being then the sole owner of all of the bonds secured and outstanding under the mortgage, pursuant to the authority of Section 2 of Article X of said mortgage, removed The Baltimore Trust Company as Trustee, and appointed Howland H. Pell Jr., and Jacob R. Harvin successor Trustees under said mortgage by its Indenture dated December 14, 1934;

WHEREAS Columbia Gas & Electric Corporation, in April, 1943, changed its name to The Columbia Gas System, Inc. and on November 30, 1949, being then the sole owner of all the bonds secured and outstanding under the mortgage of which the principal amount was One Million Eight Hundred Thousand Dollars (\$1,800,000) surrendered all of said One Million Eight Hundred Thousand Dollars (\$1,800,000) principal amount of outstanding bonds to the Trustees for cancellation and informed the Trustees that the principal amount of said bonds, with interest, had been fully paid and satisfied by the Company on November 30, 1949;

NOW, THEREFORE IN CONSIDERATION OF THE ABOVE PREMISES, Howland H. Pell Jr., and Jacob R. Harvin, Trustees as aforesaid, do hereby certify and acknowledge that said First

Mortgage and Deed of Trust, dated December 1, 1924, made and executed by Cumberland and Allegheny Gas Company to The Atlantic Exchange Bank and Trust Company, Trustee, to secure payment of the principal of and interest on the First Mortgage 25-Year 7% Gold Bonds of Cumberland and Allegheny Gas Company issued thereunder and duly recorded in various counties of West Virginia and Maryland as set forth above, is fully paid and satisfied, and do hereby release same and consent that the same be discharged of record; and, further, do hereby remise, release and relinquish unto said Cumberland and Allegheny Gas Company, its successors and assigns, all right, title and interest of the Trustees in and to all property of said Company covered by said mortgage; together with the rights and appurtenances thereunto belonging and appertaining.

TO HAVE AND TO HOLD the same unto Cumberland and Allegheny Gas Company, its successors and assigns, forever, free, clear and discharged from the lien of said mortgage and in the same manner and effect as if said mortgage had not been executed.

IN WITNESS WHEREOF, as Trustees under said mortgage, we hereunto set our hands and seals as of the day and year first above written.

Howland H. Pell --- (SEAL)

Jacob R. Harvin (SEAL)

SIGNED, SEALED and ACKNOWLEDGED

in our presence:

Albert B. Hostettler

George A. Hoenighausen

STATE OF NEW YORK)
COUNTY OF NEW YORK) TO WIT:

I, John J. Millett a Notary Public of said County and State, do certify that Howland H. Pell, Jr., and Jacob R. Harvin, Trustees whose names are signed to the foregoing instrument dated the 30th day of November, 1949, have this day acknowledged the same before me in my said County to be their act and deed as such Trustees.

GIVEN under my hand this 19th day of December, 1949.

(Notarial Seal)

John J. Millett

John J. Millett
Notary Public in the State of New York
Residing in Richmond County
Richmond County Clerk's No. 552
N.Y. Co. Clk's No. 865 Reg. No. 424-M-0
Commission expires March 30, 1950

STATE OF WEST VIRGINIA, Braxton County Court Clerk's Office January 25, 1950

The Foregoing Deed of Release, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste: William A. Jack, Clerk

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Mortgage

Franklin E. Spicer et ux

To Filed and Recorded February 4" 1950 at 11:20 A.M.

David M. Watson et ux

THIS MORTGAGE, Made this 4th day of February in the year Nineteen Hundred and Fifty by and between Franklin E. Spicer & Mary Louise Spicer, his wife, of Allegheny County, in the State of Maryland parties of the first part and David M. Watson & Onolee L. Watson, his wife, of Allegheny County, in the State of Maryland parties of the second part, WITNESSETH:

WHEREAS, the said parties of the first part stand indebted unto the said David M. Watson and Onolee L. Watson, his wife, in the full and just sum of twenty-three hundred (\$2300.00) as is evidenced by these presents payable in monthly installments of not less than forty (\$40.00) dollars per month on the 5th day of each and every month hereafter until the full principal amount shall be paid with interest thereon at the rate of (5) per centum per annum, said interest to be computed quarter-annually and which is included in the forty (\$40.00) dollars monthly payment, the parties of the first part agree to pay when and as the same shall be due and payable.

The amount of this mortgage is to cover the balance of the unpaid purchase price of the hereinafter described property and the mortgage is therefore a purchase money mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said Franklin E. Spicer and Mary Louise Spicer, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said David M. Watson and Onolee L. Watson, his wife, heirs and assigns, the following property, to-wit: FIRST PARCEL: ALL that piece or parcel of land hereinafter described lying in the County aforesaid, and being a part of the first part of a tract of land called "Moskwa Resurveyed, in three parts", the said part or parcel thereof hereby intended to be conveyed being bounded as follows, viz:

BEGINNING for the same at a bounded white oak tree marked with eight notches, standing at the end of the seventh line of a tract of land called "Thanks" and running thence with the eighth and ninth lines thereof (1) North 29½ degrees East 148 perches (2) North 70 degrees East 23 perches (3) then South 61½ degrees East 38 perches (4) South 29½ degrees West 165 perches (5) North 61½ degrees West 52 perches to the beginning and containing fifty acres.

EXCEPTING, HOWEVER, from the above described parcel of land all that part of the same which was conveyed by Edith May Root, widow, unto Viola May Allen by deed dated the 12th day of April, 1939, and recorded among the Land Records of Allegany County, Maryland, which said part hereby excepted is particularly described as follows, to wit:

BEGINNING for the same at the beginning of the first line of a certain deed from Samuel Appold, and George J. Appold and Sarah M. Appold, his wife, unto James Root, dated April 14, 1892, and recorded among the Land Records of Allegany County in Liber No. 71 folio 627, and running thence with the first line of the aforementioned deed, North 35 degrees East 300 feet to a stone marked, thence South 56-¾ degrees East 853 feet, more or less, to intersect the fourth line of the whole tract of land conveyed as aforesaid, then with the said fourth line South 35 degrees West 300 feet, more or less, to the end of the fourth line of said whole tract, and thence with the fifth line of the said whole tract by corrected magnetic variation as of April, 1939, North 55-¾ degrees West 858 feet to the place of beginning. Containing six acres more or less.

SECOND PARCEL: All of that lot or tract of land adjoining to the first parcel described above which is part of a tract called "Thanks" situated in Allegany County, State of Maryland, and which is particularly described as follows, to wit:

BEGINNING for the same at a bounded pine tree standing at the end of 96 perches on the eighth line of the whole tract, and running thence with said line North 29½ degrees East 24 perches to a stake, thence North 61½ degrees West 13½ perches to a stake, thence South 29½ degrees West 24 perches to a stone, thence South 61½ degrees East 13½ perches to the place of beginning, containing two acres, more or less.

IT being the same property conveyed to the said C. Glenn Watson and Ethel M. Watson his wife, by the said Charles H. Smith and Mabel V. Smith his wife, by deed dated August 22nd, 1945, and recorded among the Land Records of Allegany County, Maryland in Liber 205, Folio 87.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Franklin E. Spicer and Mary Louise Spicer, his wife, heirs, executors, administrators or assigns, do and shall pay to the said David M. Watson, and Onolee L. Watson, his wife, executor, administrator or assigns, the aforesaid sum of twenty-three hundred (\$2300.00) dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said Franklin E. Spicer and Mary Louise Spicer, his wife, may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Franklin E. Spicer and Mary Louise Spicer, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said David M. Watson and Onolee L. Watson, his wife, their successors or heirs, executors administrators and assigns, or --his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Franklin E. Spicer and Mary Louise Spicer, his wife, their heirs or assigns, and in case of advertisement under the power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

AND the said Franklin E. Spicer and Mary Louise Spicer, his wife, further covenant to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or their successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-three Hundred (\$2300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fires, to inure to the benefit of the mortgagee, their successors or heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor.

Attest: Sammy R. Choatz, Jr.

Lillian R. Baldwin

Franklin E. Spicer (Seal)

Mary Louise Spicer (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 4th day of February in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared and Mary Louise Spicer, his wife, and she acknowledged the foregoing mortgage

to be her act and deed; and at the same time before me also personally appeared David M. Watson, & Onolee L. Watson, his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Lillian R. Baldwin, Notary Public.

State of Arizona

County of Pima to-wit:

I hereby certify, That on this 19th day of Jan in the year nineteen hundred and Fifty before me, the subscriber, a Notary Public of the State of Arizona in and for said County, personally appeared Franklin E. Spicer and he acknowledged the foregoing mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Cora D. Schuh, Notary Public
My commission expires 12/23/1951

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James T. Taylor et ux

Mortgage

To

Filed and Recorded February 6th 1950 at 1:40 P.M.

The Fidelity Savings Bank of Frostburg,
Allegany County, Maryland

(Stamps \$2.20)

THIS MORTGAGE, Made this 4th day of February in the year Nineteen Hundred and Fifty by and between James T. Taylor and Alice S. Taylor, his wife, of Allegany County, in the State of Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Two Thousand Four Hundred Dollars (\$2,400.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of thirty-nine Dollars (\$39.00) commencing on the 4th day of March 1950 and on the 4th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 4th. day of February, 1957. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James T. Taylor and Alice S. Taylor, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The

Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT LOT piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the intersection of Beall's Lane with an alley between the property of Lily Taylor and the property hereby conveyed, and running thence with the North side of Beall's Lane (true meridian courses and horizontal distances used throughout) South 49 degrees 12 minutes West 38.00 feet; thence leaving Beall's Lane, North 38 degrees 10 minutes West 60.00 feet; North 49 degrees 12 minutes East 38.00 feet to a point on the aforesaid alley, and with said alley South 38 degrees 10 minutes East 60.00 feet to the place of beginning. Containing five hundredths (.05) of an acre, more or less.

BEING THE SAME property which was conveyed to the said James T. Taylor and Alice S. Taylor his wife, by deed from William A. Gunter, Trustee, dated June 19, 1940, and recorded in Liber No. 187, folio 51, among the Land Records of Allegany County, Maryland.

The above parcel of ground is improved by a small dwelling house containing four rooms and is known as No. 38 Beall's Lane, Frostburg, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Four Hundred (\$2,400.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership, or corporation other than the mortgagor, by voluntary or involuntary grant or assignment or in any other manner, without the mortgagee's written consent or should the same be encumbered by the mortgagor, his heirs personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

ATTEST:

Ralph M. Race

James T. Taylor (SEAL)

Ralph M. Race

Alice S. Taylor (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I hereby certify that on this 4th day of February in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared James T. Taylor and Alice S. Taylor his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

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Violet Logsdon Stahlman et vir

Mortgage

To Filed and Recorded February 6" 1950 at 3:45 P.M.

Irving Millenson

(Stamps \$.55)

THIS MORTGAGE, Made this 6th day of February in the year Nineteen Hundred and Fifty by and between Violet Logsdon Stahlman and Clyde E. Stahlman, her husband, of Allegany County in the State of Maryland, parties of the first part, and Irving Millenson of Allegany County in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the party of the second part in full and just sum of \$800.00 this day loaned the parties of the first part by the party of the second part which said sum is to be repaid with interest thereon, at the rate of 6% per annum in monthly installments of \$15.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due thereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situated, lying and being in Election District 20 near the Cash Valley Road in Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a point South 30 degrees west 99 feet from a post at the beginning of the 2nd line of land called "Howell", being a point where once stood a planted stone as described in deed dated February 19th, 1946, from Martha A. Logsdon Pengelly to Lawrence Logsdon which is recorded in Deeds Liber 208, folio 499, among the Land Records of Allegany County, Maryland, and running thence with said line South 80 degrees West 117 feet to a stake; thence South 36 degrees East 325 feet to a fence post marked by a nail in the top; thence South 48 degrees 30 minutes East 120 feet to a corner; thence North 43 degrees East 93.5 feet to a corner on a private road; thence along said road North 48 degrees 30 minutes West 120 feet to an iron pipe; thence North 34 degrees West 256 feet to the point of beginning.

IT being the same property which was conveyed by Janet Beck, et al to Lawrence M. Logsdon and Violet Logsdon his wife by deed dated April 19, 1941, and recorded in Deeds Liber 190, folio 176, among the Land Records of Allegany County, Maryland and being also the same property which was conveyed to Violet Logsdon by Martha A. Logsdon Pengelly by two deeds (1) dated June 23, 1948, and recorded in Deeds Liber 221, folio 90, and (2) dated August 13, 1948, and recorded in Deeds Liber 221, folio 656, both of which deeds are recorded among the Land Records of Allegany County, Maryland. The said Lawrence M. Logsdon departed this life intestate on June 11, 1948, whereby the title to the property conveyed in the first deed above referred to vested in said Violet Logsdon by operation of law. The said Violet Logsdon has since intermarried with Clyde E. Stahlman.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Seven Hundred Dollars (\$700.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT is agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant, or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part-

ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred (\$700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: Maxine Wilmot

Violet Logsdon Stahlman (Seal)

Maxine Wilmot

Clyde E. Stahlman (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 6th day of February, in the year nineteen hundred and fifty before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Violet Logsdon Stahlman and Clyde E. Stahlman her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

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Mortgage

Lenore Seifert, et al

To Filed and Recorded February 6th 1950 at 4:00 P.M.

William R. Carscaden

THIS PURCHASE MONEY MORTGAGE, Made this 6th of Feb. in the year Nineteen Hundred and Fifty by and between Lenore Seifert, unmarried, Mark Seifert, unmarried, and Edna Seifert, unmarried, of Allegany County, in the State of Maryland, parties of the first part, and William R. Carscaden of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars this day loaned the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, which said sums shall be repaid within three years from the date hereof, together with interest thereon at the rate of six per cent (6%) per annum, in monthly installments of Thirty Dollars (\$30.00) each, which installments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly payments shall be due one month from the date hereof.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

Compared and found correct
To: Mr. Seifert
Feb 27

AND WHEREAS, this mortgage shall also secure future advances as provided, by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945 or any future amendments thereto.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property to-wit:

ALL that lot, piece or parcel of ground situated at the northwest corner of Greene and Chase Streets, in Cumberland, Allegany County, Maryland, and which is more particularly described as follows, to wit:

BEGINNING for the same at the corner formed by the northerly side of Greene Street and the westerly side of Chase Street and running thence with said side of said Chase Street North 6-1/2 degrees East 86 feet; thence North 83-1/2 degrees West 35 feet; thence with a line parallel to said Chase Street South 6-1/2 degrees West 86 feet to the northerly side of Greene Street to a point 35 feet distant from the beginning of this deed; thence running with said side of said Greene Street South 83 degrees 30 minutes East 35 feet to the place of beginning. The same being part of Lot No. 20 of the Original Town Lots of Cumberland on the west side of Wills Creek as surveyed November 16, 1949, by Carl A. Low.

IT being the same property which was conveyed by William R. Carscaden, Trustee, to Lenore Seifert, et al by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said parties of the first part, their heirs executors administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid or of the interest thereon, or any future advances in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his, heirs, executors, administrators, and assigns, or Cobey, Carscaden and Gilchrist its, His, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time, thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent.

to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: Maxine Wilmot

Lenore Seifert (Seal)

Maxine Wilmot

Mark Seifert (Seal)

Maxine Wilmot

Edna Seifert (Seal)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 6th day of Feb., in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Lenore Seifert, unmarried, Mark Seifert, unmarried, and Edna Seifert, unmarried, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared William R. Carscaden, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Maxine Wilmot, Notary Public.

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Susie L. Yeider

Chattel Mortgage

To

Filed and Recorded February 7th 1950 at 8:30 A.M.

Industrial Loan Society, Inc.,
Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 3rd day of February, 1950, by Susie L. Yeider, single, of the City/County of Cumberland, State of Maryland, hereinafter called "Mortgagor," to Industrial Loan Society Inc. a body corporate Room 33 Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee"

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$300.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels including household furniture, now located at 112 S. Centre St., (Street Address) Cumberland (City) Allegany (County) in said State of Maryland, that is to say:

Compared and Mailed
To Notary City
Feb 17 1950

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that she or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that she or she will not remove said motor vehicle or vehicles from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall become due and payable immediately and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS S. Burns

Owen J. McGreevy (Seal)

WITNESS P. Mitchell

STATE OF MARYLAND COUNTY OF ALLEGANY TO WIT:

I HEREBY certify that on this 25 day of January 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Owen J. McGreevy the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And at the same time, before me also personally appeared Glen R. Chappell Agent for the within named Mortgagee and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

James Crites et ux

Mortgage

To Filed and Recorded February 7" 1950 at 3:20 P.M.

George R. Hughes

THIS MORTGAGE, Made this 3rd day of February in the year Nineteen Hundred and Fifty, by and between James Crites and Ida L. Crites his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires of Allegany County, State of Maryland, party of the first part and George R. Hughes, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives successors and assigns, where the context so requires or admits of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Three Hundred Thirty-five Dollars (\$335.00) together with the interest thereon at the rate of Six Per Centum (6%) per annum. The said Mortgagors do hereby covenant and agree to make payments of not less than Twenty-five Dollars, (\$25.00) at each semi-annual interest period and to pay in addition thereto, the interest thereon at the rate aforesaid.

NOW, THEREFORE, this deed of mortgage witnesseth that in consideration of the premises and the sum of One Dollar, in hand paid the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of land situated, lying and being along the northerly side of the County Road, leading from the Oldtown Road to the Aviation Field, about six miles below the City of Cumberland, in Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same at a stake standing on the northerly side of the County Road leading from the Oldtown Road to the Aviation Field, and on the westerly right-of-way line of the Western Maryland Railroad, being distant 60 feet from the center line of said railroad, said stake being at the end of the second line of the second parcel of land conveyed in a deed from James Crites et ux to Robert S. Wilkinson et ux dated December 2, 1927, and recorded among the Land Records of Allegany County in Liber 157, folio 295, and running thence with the northerly side of said County Road, and with the lines of the said second parcel of land, as corrected by variation, South 80 degrees 9 minutes West 48 feet, North 77 degrees 23 minutes West 100 feet, North 68 degrees 36 minutes West 100 feet, North 66 degrees 11 minutes West 100 feet, North 64 degrees 21 minutes West 252 feet to a fence post marked with three notches, then leaving the County Road and the lines of said second parcel of land North 15 degrees East 268 feet, North 68 degrees 40 minutes West 384 feet to a fence post marked with three notches, standing in a line of fence, thence with said line, of fence, North 9 degrees East 850 feet to a fence post at the end thereof marked with three notches, thence South 75 degrees 50 minutes East 164 feet to the westerly right-of-way line of said Western Maryland Railroad, thence with said right-of-way line, being parallel to and distant 175 feet from the center line of said Railroad, South 17 degrees 14 minutes East 351 feet to the first line of the second parcel of land as conveyed by Crites to Wilkinson as above mentioned, then with said first line as corrected by variation, South 89 degrees 50 minutes East 120.5 feet to the end thereof, thence with the second line thereof, as corrected by variation, and with the westerly right-of-way line of said Western Maryland, Rail-

road, being parallel to and distant 60 feet from the center line thereof, South 17 degrees 14 minutes East 1108 feet to the place of beginning, containing 13 acres. Surveyed March 22, 1933. All bearings refer to Magnetic Meridian of that date.

EXCEPTING, HOWEVER, from the abovetract or parcel of land all that part or parcel thereof lying along the northerly side of the County Road leading from the Oldtown Road to the Aviation Field, containing six acres, more or less, and heretofore conveyed away and carved out of the above thirteen acres, and also, excepting therefrom, all that part or parcel thereof, embracing six acres more or less, which was conveyed by the said James Crites et ux, to Delvin C. Gainer et ux by deed dated February 28, 1939, and recorded in Liber 182, folio 652, of the Land Records of Allegany County.

The property covered by this mortgage is part of the same property which was conveyed unto the said Mortgagors by Robert S. Wilkinson and wife, by deed dated April 11, 1933, and recorded in Liber 169 folio 184, of the Land Records of Allegany County, Maryland.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Three Hundred Thirty-five Dollars, (\$335.00) and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

But in case default be made in payment of said mortgage debt or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof.

Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Three Hundred Thirty-five (\$335.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy
George R. Hughes, as to Both

his
James X Crites (Seal)
mark
her
Ida X Crites (Seal)
mark

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of February in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James Crites and Ida L. Crites his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared George R. Hughes the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.
(Notarial Seal)

Betty June Beachy, Notary Public.

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Gordon Owen Garis

Chattel Mortgage

To Filed and Recorded February 7" 1950 at 10:05 A.M.

The Commercial Savings Bank of Cumberland, Maryland

THIS CHATTEL MORTGAGE, made this 3rd day of February 1950 by and between Gordon Owen Garis, of Allegany County, Maryland hereinafter called the mortgagor, and The Commercial Savings Bank of Cumberland, Maryland, a corporation, hereinafter called the mortgagee, WITNESSETH:

Whereas, the said mortgagor stands indebted unto the said mortgagee in the full sum of One Thousand Three Hundred Forty-seven and 96/100 Dollars (\$1,347.96) payable in 12 successive monthly installments of \$112.33 each beginning one month after the date hereof, as is evidenced by his promissory note of even date herewith.

Now, therefore, in consideration of the premises and of the sum of One Dollar, the said mortgagor does hereby bargain and sell unto the mortgagee, its successors and assigns, the following property, to-wit:

One 1950 Oldsmobile 6 Cylinder Model 76, 2 dr Sedan Deluxe Motor No. 6A104110H; Serial No. 506M3420; equipped with heater and hydramatic transmission

Provided if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$1,347.96 according to the terms of said promissory note and perform all the covenants herein agreed to be performed by said mortgagor, then this mortgage shall be void.

The mortgagor does covenant and agree pending this mortgage, as follows: That said motor vehicle be kept in a garage situated at Cresaptown, Md., in --except when actually being used by said mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said automobile in good repair and condition; to pay all taxes, assessments and public liens legally levied on said automobile when legally demandable; to pay said mortgage debt as agreed; to have said automobile insured, and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee, to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof, in whole or in part, or in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby

Corrected and Re-Filed Pursuant to Order of the Court
To Helpers City
Feb 27 1950

And in case said Mortgagor shall neglect or refuse to pay said taxes as aforesaid, or permit said goods or chattels to be damaged, injured or depreciated, then said Mortgagee may at said Mortgagee's option pay all such taxes and assessments aforesaid, repair any damage or injuries and restore any depreciation; and all sums of money thus expended are hereby secured by these presents and shall be repayable upon demand from said Mortgagor to said Mortgagee, and may be retained by said Mortgagee from the proceeds of the sale of said goods and chattels herein authorized.

In case default be made in the payment of said debt or interest after maturity, or of any of the payments above scheduled, or any extensions or renewals or rearrangements thereof, or if any execution, attachment, sequestration or other writ shall be levied on said goods and chattels or on any other property of Mortgagor or if a petition under the Bankruptcy Act or any Amendment thereof shall be filed by or against said Mortgagor or if said Mortgagor shall make an assignment for the benefit of his creditors, or if said Mortgagor shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on his part to be performed, or if any insurance company should cancel as to Mortgagor any policy against the hazards of fire and theft, or if said Mortgagee shall at any time deem said mortgage, said chattels, said debt or said security unsafe or insecure, or shall choose so to do, then upon the happening of said contingencies or any of them, the whole amount herein secured, on each of said payments above scheduled remaining unpaid, is by said Mortgagor admitted to be due and payable, and said Mortgagee at his option, without notice, is hereby authorized to enter upon the premises of the Mortgagor or other places where said property might be, and take possession of and remove said property, and all equipment, accessories, or repairs thereon, which shall be considered a component part thereof and subject to this mortgage, and, without legal procedure, sell the same and all equity of redemption of the Mortgagor therein, either at public auction or private sale, in such county and at such place as Mortgagee may elect, without demand for performance, and out of the proceeds of said sale pay all costs and expenses of pursuing, taking, keeping, advertising and selling said goods and chattels, including reasonable attorney's fees, and apply the residue thereof toward the payment of said indebtedness or any part thereof, in such manner as said Mortgagee may elect, rendering the surplus, if any, unto said Mortgagor, his executors, administrators and assigns upon demand. Mortgagee may take possession of any other property in the above described motor vehicle at the time of repossession and hold the same temporarily for the Mortgagor without any responsibility or liability on the part of the Mortgagee or its assigns.

And said Mortgagee may purchase at any such sale in the same manner and to the same effect as any person not interested herein; if from any cause said property shall fail to satisfy said debt, interest after maturity, costs and charges, said Mortgagor covenants and agrees to pay the deficiency.

The waiver or indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent defaults.

This mortgage shall apply to and bind said Mortgagor, said Mortgagor's heirs, personal representatives, successors and assigns and inure to the benefit of said Mortgagee, said Mortgagee's heirs, personal representatives, successors and assigns.

The above described goods and chattels when not in use will be stored at _____
Private

Public Garage located at 708 Elm Street Cumberland City Maryland State

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this 6th day of February, 1950 at Cumberland, Maryland

Witness: Joseph F. Stakem

Address: _____

Jack Q. Heath (Seal)

Witness: _____

Address: _____

(Seal)

Witness: Joseph F. Stakem

Address: _____

THE SECOND NATIONAL BANK OF CUMBERLAND

By G. A. Caswell (Seal)

Ass't V. Pres.

STATE OF MARYLAND, COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 6th day of February 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Jack Q. Heath

the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be act. And, at the same time, before me also personally appeared G. A. Caswell

Agent The Second National Bank of Cumberland, Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal
(Notarial Seal)

Joseph F. Stakem
Notary Public.

Western Maryland Railway Company

To

Mortgage

Filed and Recorded February 7th 1950 at 8:30 A.M.

The Chase National Bank of New York.

THIS INDENTURE dated October 1, 1949, between Western Maryland Railway Company, a consolidated railroad corporation organized and existing under the laws of the State of Maryland and under the laws of the Commonwealth of Pennsylvania, party of the first part, hereinafter called the "Company", and The Chase National Bank of the City of New York, a national banking association organized and existing under the laws of the United States of America, party of the second part, hereinafter called the "Trustee";

WHEREAS, the Company owns and operates certain lines of railroad situate in the States of Maryland, Pennsylvania and West Virginia; and

WHEREAS, as of the date of this Indenture, there are outstanding \$44,902,000 principal amount of Western Maryland Rail Road Company First Mortgage 4% Bonds, due October 1, 1952 (hereinafter sometimes called the First Mortgage bonds), issued under the First Mortgage, dated October 1, 1902, (hereinafter sometimes called the First Mortgage) of Western Maryland Rail Road Company (predecessor to the Company) and assumed by the Company, of which \$44,176,865.62 principal amount are outstanding in the hands of the public and \$725,134.38 principal amount are pledged hereunder; and

WHEREAS, the Company desires to provide for the refunding and retirement of the First Mortgage bonds and other bonded indebtedness, and to provide for the making of additions to, and extensions and betterments of, railroad and other properties now or hereafter owned by or leased to the Company, and for such and other corporate purposes to borrow money; and

WHEREAS, the Company has obtained the satisfaction and discharge of its First and Refunding Mortgage dated July 1, 1917, its Collateral Trust Indenture dated November 1, 1945 and the Greenbrier, Cheat and Elk Railroad Company First Mortgage dated May 15, 1941; and

WHEREAS, pursuant to resolutions adopted at a meeting of the Board of Directors of the Company duly called and held on November 9, 1949, a special meeting of the Company's stockholders was duly called and held on December 15, 1949, at which meeting the said stockholders duly authorized the creation of the mortgage imposed by this Indenture upon the Company's properties and the issuance of bonds thereunder, to be known as the Company's General Mortgage Bonds until the satisfaction of the First Mortgage and thereafter as the Company's First Mortgage Bonds; and

WHEREAS, the Board of Directors of the Company has approved the form and terms of this Indenture and has duly authorized and directed the execution and delivery thereof to the Trustee; and

WHEREAS, the General Mortgage Bonds (hereinafter sometimes called the Bonds) are to be issuable in series and in the case of each particular series, other than Series A, the designation of the series, the date of the Bonds thereof, the date of maturity, the rate of interest, the interest payment dates, the place of payment of principal and interest, redemption provisions, if any, sinking fund provisions, if any, conversion privileges, if any, tax refund provisions, if any, and any limitation upon the aggregate principal amount of the Bonds of such series, as well as such additional provisions as are required or permitted by this Indenture, are to be determined by the Board of Directors of the Company at the time of the authorization of such series; and

WHEREAS, the Bonds may be issued in series, of which the first series is to be designated Western Maryland Railway Company General Mortgage 4% Bonds, Series A, due October

1, 1969 (until October 1, 1952 interest rate $4\frac{1}{2}\%$); and

WHEREAS, the Bonds of Series A and the coupons to be attached to coupon Bonds of said series and the Trustee's certificate of authentication to be endorsed on said Bonds are to be substantially in the following forms:

(FORM OF COUPON BOND)

No.....

\$1000

WESTERN MARYLAND RAILWAY COMPANY

General Mortgage 4% Bond, Series A

Due October 1, 1969

(Until October 1, 1952, interest rate $4\frac{1}{2}\%$)

WESTERN MARYLAND RAILWAY COMPANY, a consolidated railroad corporation organized and existing under the laws of the State of Maryland and of the Commonwealth of Pennsylvania, hereinafter called the "Company", for value received, hereby promises to pay to the bearer, or, if this Bond be registered as to principal, then to the registered holder hereof, on the first day of October, 1969 (unless this Bond shall be called for previous redemption and payment thereof duly provided for), the principal amount of One thousand dollars, and to pay interest on said principal amount from the date hereof, at the rate of four and one half per cent ($4\frac{1}{2}\%$) per annum, to October 1, 1952, and thereafter at the rate of four per cent. (4%) per annum, semi-annually, on the first day of April and on the first day of October in each year until the maturity hereof, and thereafter as in the Indenture provided, but until the maturity hereof, only according to the tenor and upon presentation and surrender of the interest coupons appertaining hereto, as they severally mature. The principal of, premium, if any, and interest on this Bond are payable at the agency of the company in the Borough of Manhattan City and State of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

This Bond is one of the General Mortgage Bonds of the Company, hereinafter sometimes called the Bonds, all issued and to be issued in one or more series under and pursuant to, and all equally and ratably secured by a mortgage dated October 1, 1949, herein called the "Indenture", executed by the Company to The Chase National Bank of the City of New York, a national banking association organized and existing under the laws of the United States of America, as Trustee (hereinafter sometimes called the Trustee), to which Indenture and any and all supplements thereto reference is hereby made for a description of the property mortgaged, the nature and extent of the security, and the rights, limitations of rights, duties and immunities of the holders of said Bonds, of the Trustee and of the Company in respect of such security or otherwise thereunder and the terms and conditions upon which said Bonds are issued.

Except with the consent of the holder of this Bond, no reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Bond at the time and place and at the rate and in the currency herein prescribed.

The Indenture permits the amendment thereof and the modification or alteration of the rights and obligations of the Company and the rights of the holders of the Bonds of all or any series and the holders of appurtenant coupons, if any, thereunder and hereunder at any time with the consent of the holders of specified percentages of the Bonds then outstanding, affected by such amendment, modification or alteration and with the concurrent action of the Company, all as more fully provided in the Indenture.

The Bonds are issuable in series and the Bonds of any one series may differ from the Bonds of any other series as to date, maturity, interest rate and otherwise, all as in the Indenture provided and set forth. The Bonds of the series in which this Bond is included are

designated "Western Maryland Railway Company General Mortgage 4% Bonds, Series A, due October, 1, 1969" and the aggregate principal amount thereof is limited to \$46,177,000.

If an event of default, as defined in the Indenture, shall occur, the principal amount of the Bonds may be declared, or may become, due and payable, in the manner and with the effect in the Indenture provided.

As provided in the Indenture, the Bonds of Series A are redeemable before maturity at the option of the Company, at any time, as a whole or from time to time in part, or may be redeemed through the operation of the sinking funds upon any interest payment date upon publication of notice of such redemption once in each week for four successive calendar weeks, the first publication to be not less than 30 days prior to the date fixed for redemption, in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York. Redemption of Bonds of Series A at the option of the Company shall be at the following percentages of the principal amount thereof plus accrued interest to the date designated for redemption; to and including October 1, 1950, 106%; thereafter to and including October 1, 1951, 105%; thereafter to and including October 1, 1952, 104%; thereafter to and including October 1, 1953, 103%; thereafter to and including October 1, 1955, 103%; thereafter to and including October 1, 1957, 102%; thereafter to and including October 1, 1959, 102%; thereafter to and including October 1, 1961, 101%; thereafter to and including October 1, 1963, 101%; thereafter to and including October 1, 1966, 100%; and thereafter, 100%. Redemption of Bonds of Series A through the operation of the sinking funds shall be at the following percentages of the principal amount thereof plus accrued interest to the date designated for redemption: to and including October 1, 1951, 102%; thereafter to and including October 1, 1953, 101-3/4%; thereafter to and including October 1, 1955, 101%; thereafter to and including October 1, 1957, 101-1/4%; thereafter to and including October 1, 1959, 101%; thereafter to and including October 1, 1961, 100-3/4%; thereafter to and including October 1, 1963, 100%; thereafter to and including October 1, 1966, 100-1/4%; and thereafter 100%.

This Bond is transferable by delivery unless registered as herein provided. This Bond may be registered as to principal in the holder's name at the agency of the Company in the Borough of Manhattan, City and State of New York, such registration being noted hereon, after which no transfer shall be valid unless made at said agency by the registered holder, in person or by attorney, and similarly noted hereon; but this Bond may be discharged from registration by like transfer to bearer similarly noted hereon, whereupon transferability by delivery shall be restored. This Bond shall continue to be subject to successive registrations and transfers to bearer. No such registration, however, shall affect the transferability by delivery of the coupons for interest hereto attached, which shall always continue to be payable to bearer and to be transferable by delivery merely.

The coupon Bonds are issuable in the denomination of \$1000. The registered Series A Bonds, without coupons may be of the denomination of \$1,000, \$5,000, \$10,000, \$50,000 or of such multiples of \$1,000 as the Company may from time to time authorize, such authorization to be evidenced conclusively by the execution thereof. The coupon Bonds and the registered Bonds without coupons and the several denominations of the registered Bonds without coupons are interchangeable upon presentation for that purpose and upon payment of charges, all as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any

successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether presently existing or hereafter arising, being, by the acceptance hereof, and as part of the consideration for the issue hereof, expressly waived and released as provided in the Indenture.

Neither this Bond nor any of the coupons hereto attached shall be valid or obligatory for any purpose, unless and until the certificate of authentication, hereon endorsed, shall have been executed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed by the manual or the facsimile signature of its President or a Vice President and the facsimile of its corporate seal hereon to be attested by the manual or the facsimile signature of its Secretary or an Assistant Secretary, and coupons for interest, bearing the facsimile of the signature of its Treasurer, to be attached hereto, and this Bond to be dated the first day of October, 1949.

WESTERN MARYLAND RAILWAY COMPANY,

Attest: By.....

..... President.
Secretary.

(FORM OF INTEREST COUPON)

No.

On the first day of , , unless the Bond hereinafter mentioned shall have been called for previous redemption and payment thereof duly provided for, Western Maryland Railway Company will pay to the bearer at the agency of the Company in the Borough of Manhattan, City and State of New York, on surrender of this coupon, dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, being six months' interest then due on its General Mortgage 4% Bond, Series A, due October 1, 1969, No. .

.....

Treasurer.

(FORM OF REGISTERED BOND)

The form of registered Bond without coupons shall be identical with the form of coupon Bond except that there shall be substituted in such form, in lieu of the corresponding heading and paragraphs in the form of coupon Bond, the following heading and paragraphs:

No.

WESTERN MARYLAND RAILWAY COMPANY

General Mortgage 4% Bond, Series A

Due October 1, 1969

(Until October 1, 1952, interest rate 4½%)

WESTERN MARYLAND RAILWAY COMPANY, a consolidated railroad corporation organized and existing under the laws of the State of Maryland and of the Commonwealth of Pennsylvania, hereinafter called the "Company", for value received, hereby promises to pay to or registered assigns, on the first day of October, 1969 (unless this Bond shall be called for previous redemption and payment thereof duly provided for), the principal amount of thousand dollars, and to pay interest on said principal amount from the date hereof, at the rate of four and one half per cent. (4½%) per annum, to October 1, 1952, and thereafter at the rate of four per cent. (4%) per annum, semi-annually, on the first day of April and on the first day of October in each year until the maturity hereof and thereafter as in the Indenture provided. The principal of, premium, if any, and interest on this Bond are payable at the agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of

the United States of America as at the time of payment is legal tender for public and private debts.

This Bond is transferable by the registered holder in person or by duly authorized attorney at the agency of the Company in the Borough of Manhattan, City and State of New York, upon surrender and cancellation of this Bond as provided in the Indenture and upon payment of taxes as therein specified; and upon any such transfer a new registered Bond without coupons will be issued to the transferee.

This Bond shall not be valid or obligatory for any purpose, unless and until the certificate of authentication, hereon endorsed, shall have been executed by the Trustee under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed by the manual or facsimile signature of its President or a Vice President and the facsimile of its corporate seal hereon to be attested by the manual or facsimile signature of its Secretary or an Assistant Secretary, and this Bond to be dated

WESTERN MARYLAND RAILWAY COMPANY

Attest: By.....

..... President.

Secretary.

(FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE ON ALL BONDS)

This Bond is one of the Bonds, of the series designated therein, referred to in the within mentioned Indenture.

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK

Trustee.

By.....

Authorized Officer.

WHEREAS, the Bonds of any other series and the coupons to be attached to coupon Bonds of said series and the Trustee's certificate of authentication thereon are to be substantially in the forms herein provided for the Bonds of Series A, with such additions, changes and modifications, if any, as shall be necessary to reflect differences in dates of maturity, interest rates, redemption and sinking fund provisions, tax refund provisions, if any, and such other variations between series of Bonds as may be provided for in this Indenture or any supplements thereto;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of the premises and of the acceptance and purchase of the Bonds by the holders thereof and of the sum of Ten Dollars (\$10) lawful money of the United States of America to the Company duly paid by the Trustee at the time of the delivery of this Indenture, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued under this Indenture according to their tenor and effect, and to secure the performance of all the covenants and conditions herein contained, and in order to charge with such payment and with such performance the railroads, railroad property and appurtenances, securities, rights, privileges, franchises and other properties hereinafter described, the Company has executed and delivered this Indenture and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, mortgaged, pledged, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, mortgage, pledge, assign, transfer and set over unto the Trustee, and to its successors in trust and assigns, all the right, title and interest of the Company in and to the property hereinafter more fully

described, viz.:

1. ALL and singular the lines of railroad owned and operated by the Company upon which this Indenture constitutes a direct first mortgage, namely;

1. A line of railroad situate in Maryland and Pennsylvania and extending from Cumberland, Maryland, through Allegany County, Maryland, to the Maryland-Pennsylvania State Line to a junction with the line of railroad formerly owned by The Connellsville and State Line Railway Company and continuing thence via said line of railroad through Somerset and Fayette Counties, Pennsylvania to Connellsville, Pennsylvania, a distance of.....87.83 miles.

A connection with The Baltimore and Ohio Railroad Company in the City of Cumberland, Allegany County, Maryland, a distance of.....34 miles.

A connection with The Baltimore and Ohio Railroad Company at Bowest Junction, Fayette County, Pennsylvania, a distance of.....1.44 miles.

Terminal facilities, yard tracks, car and locomotive repair shops and all tracks, buildings and structures appurtenant thereto at Bowest and Connellsville, Fayette County, Pennsylvania.

2. A branch line (formerly owned by the George's Creek and Cumberland Railroad) extending from a point of connection at Jackson Junction on the lines of the Cumberland and Pennsylvania Railroad Company in a northeasterly direction to Midland Junction, and thence to Midland, with a spur at Midland Junction in a westerly direction to Jackson, all in Allegany County, Maryland, a distance of.....5.13 miles.

A branch line (formerly owned by the George's Creek and Cumberland Railroad) extending from a point of connection with the Cumberland and Pennsylvania Railroad Company at Lonaconing Junction in a westerly direction to Lonaconing, and thence to Koontz, all in Allegany County, Maryland, a distance of.....3.09 miles.

A branch line of railroad extending from George's Creek Junction, Allegany County, Maryland to the Pennsylvania State Line at Eilerslie, Maryland, a distance of.....4.52 miles.

A branch line of railroad purchased from the Cumberland and Pennsylvania Railroad Company, extending from the east end of the Narrows to a connection with The Baltimore and Ohio Railroad Company at Cumberland Street, in Cumberland, Allegany County, Maryland, a distance of......73 miles.

3. ALL and singular the lines of railroad formerly owned by the Greenbrier, Cheat and Elk Railroad Company, in Randolph Webster and Pocahontas Counties, West Virginia, and more particularly described as follows:

A line of railroad extending from Cheat Junction, Randolph County, West Virginia through Randolph, Pocahontas and Webster Counties, to Bergoo, Webster County, West Virginia, a distance of..... 74.76 miles.

A line of railroad extending from Bergoo, West Virginia to Webster Springs, Webster County, West Virginia, a distance of..... 11.83 miles.

A line of railroad extending up Back Fork of the Elk River at Webster Springs, West Virginia, a distance of..... .99 miles.

A line of railroad extending up Leatherwood Creek at Bergoo, Webster County, West Virginia, a distance of..... 1.65 miles.

All side tracks, yard tracks, industrial tracks and terminal facilities formerly owned by said Railroad Company, including all structures and other property of whatever nature.

4. ALL and singular the lines of railroad formerly owned by the Somerset Coal Railway Company in Somerset County, Pennsylvania, and more particularly described as follows:

A line of railroad extending from Coal Junction, Somerset County, Pennsylvania to

Gray, Somerset County, Pennsylvania, a distance of 1.86 miles.

All side tracks, yard tracks and industrial tracks formerly owned by said Railway Company, including all structures and other property of whatever nature.

5. ALL and singular the lines of railroad formerly owned by the Fairmont Helen's Run Railway Company in Marion County, West Virginia, and more particularly described as follows:

A line of railroad extending from Chiefton, Marion County, West Virginia to Ida May, Marion County, West Virginia, a distance of..... 3.92 miles.

A side track extending beyond Ida May, Marion County, West Virginia, a distance of..... .90 miles.

A line of railroad extending from Carolina Junction to Carolina, all in Marion County, West Virginia, a distance of.....1.89 miles.

All side tracks, yard tracks and industrial tracks formerly owned by said Railway Company, including all structures and other property of whatever nature.

6. ALL and singular the lines of railroad formerly owned by the Fairmont Bingamon Railway Company in Marion and Harrison Counties, West Virginia, and more particularly described as follows:

A line of railroad extending from Hutchinson Marion County, West Virginia to Fine Bluff, Harrison County, West Virginia, a distance of..... 5.68 miles.

All side tracks, yard tracks and industrial tracks formerly owned by said Railway Company, including all structures and other property of whatever nature.

7. ALL and singular the lines of railroad formerly owned by The Chaffee Railroad Company in Garrett County, Maryland, and more particularly described as follows:

A line of railroad in Garrett County, Maryland, extending from the Maryland side of the Potomac River opposite Chaffee, West Virginia to Vindex, Maryland, a distance of 3.03 miles.

All side tracks, yard tracks and industrial tracks formerly owned by said Railroad Company, including all structures and other property of whatever nature.

8. The hereinafter described tracts of real estate, together with the improvements thereon, at Baltimore, Maryland, namely:

Certain tracts of real estate, formerly owned by the Western Maryland Railroad Terminal Company, and totaling approximately 136 acres of fast land and riparian rights incident thereto situate at Port Covington, in the City of Baltimore, State of Maryland, known and described as Parcels No. 23, 50, 51 and 52 on the Company's Valuation Map of Port Covington, together with all improvements thereon, consisting principally of a grain elevator, molasses bulk storage tank, repair shops, roundhouse, and various tracks, but including all other buildings and structures thereon.

II. All and singular the main and branch lines of railroad owned and operated by the Company upon which this Indenture constitutes a direct mortgage subject only to the lien of the First Mortgage of Western Maryland Rail Road Company, dated October 1, 1902, and the indentures supplemental thereto dated November 1, 1905, April 2, 1912 and April 2, 1917, under which Bankers Trust Company is the Trustee, and upon which lines of railroad this Indenture shall constitute a direct first mortgage upon the satisfaction and discharge of the said First Mortgage, namely:

A line of railroad extending from Hillen Station to Madison Street in Baltimore City, Maryland, a distance of27 miles

A line of railroad extending from Walbrook Junction near Walbrook Station, Baltimore, Maryland, and running thence southerly and easterly through the City of Baltimore to its terminus at tidewater at Port Covington, in said City, a distance of 6.33 miles

A line of railroad extending from Fulton Junction, in the City of Baltimore, through Baltimore, Carroll and Frederick Counties, Maryland, and Franklin County, Pennsylvania, and thence through Washington County, Maryland, to the City of Hagerstown, Maryland, and running thence through Washington and Allegany Counties in Maryland, and Morgan and Mineral Counties in West Virginia, to the City of Cumberland, Allegany County, Maryland, a distance of 163.34 miles

A line of railroad extending from a point of connection near Maryland Junction, Mineral County, West Virginia, about 1.5 miles southwest of Cumberland, Allegany County, Maryland, and running in a general southwesterly direction through Mineral County, West Virginia, Allegany and Garrett Counties, Maryland, and Grant, Tucker and Randolph Counties, West Virginia, to the City of Elkins, Randolph County, West Virginia, a distance of 111.99 miles

A line of railroad extending from Norton, Randolph County, West Virginia in a westerly direction to Belington, Barbour County, West Virginia, a distance of 11.22 miles

A line of railroad extending from Elkins Junction, Randolph County, West Virginia, in a southerly direction through Randolph and Pocahontas Counties, West Virginia to Durbin, Pocahontas County, West Virginia, a distance of 46.90 miles

A line of railroad extending from Emory Grove, Baltimore County, Maryland, in a northwesterly direction through Baltimore and Carroll Counties, Maryland, to and through the cities of Hanover in York County and Gettysburg in Adams County, Pennsylvania, and thence through Franklin County, Pennsylvania, and Washington County, Maryland, to a connection with the Hagerstown-Baltimore line of the Company at Highfield, Washington County, Maryland, a distance of 73.62 miles

A line of railroad extending from Porters, York County, Pennsylvania, through York County, to York, Pennsylvania, a distance of 16.43 miles

A line of railroad extending from Edgemont, Washington County, Maryland and Franklin County, Pennsylvania, to Waynesboro, Franklin County, Pennsylvania, a distance of 7.52 miles

Connections with The Baltimore and Ohio Railroad Company and the Norfolk and Western Railway Company in the City of Hagerstown, Maryland, a distance of 1.59 miles

A branch line of railroad extending from Big Pool, Washington County, Maryland, to Cherry Run, Morgan County, West Virginia, and connecting with The Baltimore and Ohio Railroad Company, a distance of 1.87 miles

A branch line of railroad extending from Potomac Valley Junction, Washington County, Maryland to Williamsport, Washington County, Maryland, a distance of 1.25 miles

A branch line of railroad extending from Harrison, Mineral County, West Virginia, to Oakmont, Mineral County, West Virginia, a distance of 1.43 miles

A branch line of railroad extending from Kempton Junction, Grant County, West Virginia, to Kempton, Preston County, West Virginia, a distance of 2.60 miles

A branch line of railroad extending from Sand Run Junction, Tucker County, West Virginia, to Pierce, West Virginia, a distance of 2.35 miles

A branch line of railroad extending from Coketon, West Virginia, to Ben Bush, Tucker County, West Virginia, a distance of 1.59 miles

A branch line of railroad extending from Elkins Junction, Randolph County, West Virginia to Dailey, Randolph County, West Virginia, a distance of 10.22 miles

A spur track extending from Bayard, Grant County, West Virginia in a southeasterly direction, a distance of 1.73 miles

A spur track extending from Thomas, Tucker County, West Virginia in a southwesterly direction, a distance of 4.72 miles

III. All and singular the terminal facilities and tracks appurtenant thereto owned by the Company upon which this Indenture constitutes a direct mortgage subject only to the lien of the First Mortgage of Western Maryland Rail Road Company, dated October 1, 1902 and the indentures supplemental thereto dated November 1, 1905, April 2, 1912 and April 2, 1917 under which Bankers Trust Company is the Trustee, and upon which terminal facilities and tracks this Indenture shall constitute a direct first mortgage upon the satisfaction and discharge of the said First Mortgage, namely:

Terminal facilities at Port Covington and all other points within the harbor limits of the City of Baltimore, Maryland, and including merchandise piers, coal and ore piers, and all tracks and appurtenant facilities thereof, float bridges at Port Covington, Wagner's Point, Cabin Branch and Sparrows Point, tracks and all appurtenant facilities thereto owned by the Company at said points.

Terminal facilities, yard tracks, roundhouse, passenger station and warehouses, buildings and structures and tracks appurtenant thereto at Hillen Station, Baltimore, Maryland.

Car repair shops and all tracks and buildings appurtenant thereto located at Union Bridge, Carroll County, Maryland.

Terminal facilities, roundhouses, passenger station, car and locomotive repair shops and all tracks appurtenant thereto owned by the Company in the City of Hagerstown, Washington County, Maryland.

Terminal facilities, roundhouse, car and locomotive repair shops, passenger station, warehouse, and buildings and structures appurtenant thereto and all tracks owned by the Company at Maryland Junction and Ridgely, Mineral County, West Virginia, and at Cumberland, Allegany County, Maryland.

Car and locomotive repair shops and all other facilities, and all tracks and appurtenances connected therewith at Hanover, York County, Pennsylvania.

Terminal facilities, car and locomotive repair shops, roundhouses, and buildings, structures and tracks appurtenant thereto at Elkins, Randolph County, West Virginia.

IV. Any and all leases, leasehold rights, joint facility and other trackage contracts, rights and privileges and amendments, renewals and extensions thereof, whether the same or any thereof be now held by the Company or hereafter acquired by it for use upon

or in connection with or belonging or appertaining to any lines of railroad which the Company now owns or may hereafter acquire, or relating to the ownership, use or operation of any terminals or union or other stations situate along or at the terminus of any line of railroad which the Company now owns or may hereafter acquire, including particularly (but without prejudice to the general description herein set forth), the trackage and other rights under the following contracts and agreements:

(a) Leases upon which this Indenture constitutes a direct first mortgage, namely:

Lease dated July 1, 1901, for a term of 995 years, from Washington & Franklin Railroad Company to Western Maryland Rail Road Company of a line of railroad from a point of connection with the lines of the Company at North Junction Hagerstown, Washington County, Maryland, extending in a northeasterly direction through Washington County, Maryland, and Franklin County, Pennsylvania, to a point of connection with the lines of The Baltimore & Cumberland Valley Railroad Extension Company at Zumbro, Franklin County, Pennsylvania, containing 19.01 miles of main track, 9.81 miles of second track and 1.44 miles of side tracks.

Lease dated December 29, 1926, for a term of thirty years from October 15, 1929, from the City of Baltimore to the Company, of certain piers designated as Piers 7, 8, and 9, and warehouse and pier facilities appurtenant thereto located at Port Covington, Baltimore, Maryland.

(b) Lease, upon which this Indenture constitutes a mortgage subject only to the prior lien of the First Mortgage, namely:

Lease dated June 27, 1931, for a term of 50 years, renewable indefinitely thereafter for succeeding terms of 50 years, from The Baltimore & Cumberland Valley Railroad Extension Company to the Company, of a line of railroad extending from a point of connection with the lines of the Company at Waynesboro, Franklin County, Pennsylvania, to a point of connection with the lines of the Reading Company at Lurgan, Franklin County, Pennsylvania, and at Shippensburg, Cumberland County, Pennsylvania, containing 25.91 miles of main track, 9.38 miles of second track and 9.84 miles of side tracks.

(c) Trackage Agreements upon which this Indenture constitutes a direct first mortgage, namely:

Agreement dated September 25, 1915, for a term of fifty years, between The Baltimore and Ohio Railroad Company and The Baltimore and Ohio Railroad Company in Pennsylvania, The Quemahoning Branch Railroad Company, the Company and The Connellsville and State Line Railway Company, granting trackage rights to the Company to operate its trains over 21.7 miles of main track of The Baltimore and Ohio Railroad Company from Rockwood Junction, Pennsylvania at a point of connection with the main line of railroad of the Company to Coal Junction, Pennsylvania to a point of connection with the line of railroad of the Company formerly owned by the Somerset Coal Railway Company.

Agreement dated September 27, 1916, for a term of fifty years, from September 25, 1915 between The Baltimore and Ohio Railroad Company, The Fairmont, Morgantown and Pittsburgh Railroad Company, The Baltimore and Ohio Railroad Company in Pennsylvania, the Company and The Connellsville and State Line Railway Company, granting trackage rights to the Company to operate its trains over 78.92 miles of main track of The Baltimore and Ohio Railroad Company from Bowest Junction, Pennsylvania to Hutchinson, West Virginia, to points of connection with the lines of railroad of the Company formerly owned by the Fairmont Helen's Run Railway Company and the Fairmont Binghamon Railway Company.

Trackage rights, subject to termination on twelve months' notice by either party, on .02 of a mile of main track of The Pittsburgh and Lake Erie Railroad Company from a point of connection with the lines of the railroad of the Company on the west side of Ashman Avenue to the passenger station at Connellsville, Pennsylvania, as provided in an agreement between The Pittsburgh and Lake Erie Railroad Company and the Company, dated March 1, 1946.

Trackage rights, for a term of ninety-nine years, upon 6.50 miles of track of The Baltimore and Ohio Railroad Company from a point of connection with the lines of railroad of the Company at Elkins, West Virginia, to a point of connection with the lines of railroad of the Company at Norton, West Virginia, as provided in an agreement between The Baltimore and Ohio Railroad Company and the Company, dated April 24, 1940.

(d) Trackage Agreement, upon which this Indenture constitutes a mortgage subject only to the prior lien of the First Mortgage:

Trackage rights in perpetuity over 2.7 miles of main track owned by the Philadelphia, Baltimore & Washington Railway Company and The Northern Central Railroad from a point of connection with the lines of railroad of the Company at Madison street to another point of connection with the lines of railroad of the Company at Fulton Junction, both in Baltimore, Maryland, as provided in an agreement dated May 1st, 1875 between The Baltimore and Potomac Railroad Company, The Northern Central Railway Company and Western Maryland Rail Road Company.

V. All the estate, right, title and interest of the Company in and to all real property now owned or hereafter acquired by the Company, or to which it now has or hereafter acquires any right, title, claim or interest and the improvements thereon.

VI Any and all rights of way, lands, fixtures, structures, improvements, tenements and hereditaments of whatever kind or description and wherever situated, now owned or hereafter acquired by the Company and contiguous or appurtenant to any of the Company's lines of railroad subject to the lien hereof, including in the property comprised in the description in this Granting Clause VI any and all main, branch, spur, industrial, switch, connecting, storage, yard, side or terminal tracks, rights of way, easements, estates, superstructures, road beds, tunnels, bridges, trestles, culverts, viaducts, buildings, depots, stations, stock yards, warehouses, elevators, car houses, engine houses, freight houses, machine shops and other shops, turntables, fuel stations, water stations, signals, interlocking plants, telegraph and telephone lines, fences, docks, transfer bridges, structures and fixtures, and all other things of whatsoever kind and in any wise or at any time belonging or appurtenant to, or used in connection with any of the Company's lines of railroad or other real property at any time subject to this Indenture.

VII. Any and all locomotives, engines and motors, however propelled and operated, cars, other rolling stock, machinery, tools, implements and other chattels now owned or hereafter acquired by the Company, including all the right, title and interest now vested in, or hereafter acquired by the Company in and to any and all such locomotives and other rolling stock and equipment leased to or possessed by the Company under any equipment trust agreements, conditional sale agreements or other agreements.

VIII. Any and all additions and betterments to such rolling stock or other equipment, and any and all additions, betterments and improvements hereafter acquired or constructed to or upon or in connection with any line of railroad or any terminal facilities or upon or in connection with any of the telegraph, telephone and other communication lines and radio equip-

ment hereinafter in Granting Clause X referred to, or upon or in connection with other real property now or at any time hereafter subject to the lien of this indenture.

IX. Any and all rights, powers, franchises and privileges now owned or possessed or hereafter acquired by the Company which now or at any time hereafter may be necessary for or appurtenant to the use, operation, management, maintenance, renewal, alteration or improvement of the line or lines of railroad and other property now or hereafter subject to the lien of this Indenture.

X. Any and all telegraph, telephone or other communication lines or radio equipment now owned or hereafter acquired by the Company and the right to the use of any and all telegraph, telephone or other communication lines or radio equipment along the lines of railroad which the Company now owns or may hereafter acquire, in the same manner and to the same extent as they are now or hereafter may be used or subject to use by the Company.

XI. (a) 15,000 shares of the Capital Stock of Cumberland and Pennsylvania Railroad Company, being all the issued and outstanding Capital Stock of such Company, and (b) \$725,134.38 principal amount of Western Maryland Rail Road Company First Mortgage Bonds, due October 1, 1952, being all of said bonds owned by the Company at the date hereof.

XII. Any and all other property of every kind and description (including, without limitation, railroads, leases of railroads, stocks, bonds or other property of any kind) which at any time hereafter, by indenture or indentures supplemental hereto, may be expressly conveyed, mortgaged or pledged and delivered to the Trustee hereunder by the Company, or by a successor corporation, or with its consent by any one in its behalf, as and for additional security or substituted security for the Bonds issued and to be issued hereunder; the Trustee being hereby authorized at any time and at all times to receive such conveyance, mortgage, pledge, delivery, assignment or transfer and to hold and apply any and all such properties subject to the trusts of this Indenture; but any such conveyance, mortgage, pledge, delivery, assignment or transfer pursuant to the provisions of this Granting Clause XII as and for additional security or substituted security may be made subject to any liens, reservations, limitations, conditions and provisions which shall be specified or set forth in such supplemental indenture.

XIII. All the estate, right, title and interest which the Company now has or may hereafter acquire in or to any and all other property of every kind and description; provided, however, (1) that if the Company shall acquire substantially all of the properties of any Class I carrier or any securities of such a Class I carrier, neither such properties nor securities (other than any line of railroad, or securities of the corporation owning any line of railroad, which shall be used by the Company in substitution for or will divert traffic from any line of railroad subject to the lien of this Indenture, and the appurtenances of such line of railroad) nor any appurtenances of such properties, shall be subject to the lien of this Indenture unless such properties or securities shall be made the basis for the authentication and delivery of Bonds or withdrawal of deposited cash; (2) that if the Company shall be consolidated with, or shall be merged into, or shall convey, transfer or lease its assets substantially as an entirety to, any other corporation which at the time is a Class I carrier, no properties or securities theretofore owned or thereafter acquired by such other corporation shall be subject to the lien of this Indenture other than (a) properties or securities which shall be made the basis for the authentication and delivery of Bonds or withdrawal of deposited cash, or (b) properties or securities which, under the provisions of Article Fourteen hereof, such corporation shall subject, or agree to subject, to the lien of this indenture, or (c) property within the maintenance

and replacement covenants of this Indenture.

XIV. All the rents, issues, tolls, profits and other income from the premises and property herein or hereafter mortgaged and conveyed or assigned or intended so to be.

EXCEPTED PROPERTY.

It is not intended to include in the lien hereof, and this grant shall not be deemed to apply (1) to any rents, issues, tolls, profits or other income from the premises and property herein or hereafter mortgaged and conveyed or assigned, or any cash (except cash deposited with the Trustee pursuant to any of the provisions of this Indenture) or any bills, notes or accounts receivable, contracts or choses in action (other than bills, notes or accounts receivable, contracts or choses in action which may hereafter be specifically subjected to the lien hereof and assigned to or deposited with the Trustee); (2) to any shares of stock, bonds, evidences of indebtedness, or other securities unless specifically pledged hereunder or specifically required to be pledged and held hereunder as part of the trust estate; (3) to any materials and supplies; or (4) to any office furniture, tools or machinery not constituting fixtures; unless and until an event of default shall have occurred, but upon the occurrence of an event of default all items specified in the preceding clauses (1) through (4) shall immediately become subject to the lien hereof to the extent permitted by law.

There is also excepted and reserved from any grant made hereby or pursuant hereto, the last day of the terms of each leasehold estate (oral or written, or any agreement therefor) now or hereafter enjoyed by the Company, at any time subjected to the lien hereof.

Rules of Construction.

The provisions of this Indenture, including ^{those in the foregoing} Granting Clauses I to XIV, inclusive, shall be construed, and the lien of this Indenture at any time shall be determined, in conformity with the following rules of construction, which shall prevail over any other provisions of this Indenture in the event of any inconsistency therewith:

1. Nothing in this Indenture, expressed or implied, is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to acquire any property, or any estate, right, title or interest therein, subject to liens or charges existing at the time of the acquisition thereof, or to create any purchase money mortgage or other lien prior to the lien hereof, or charge on such property in order to finance the cost thereof, or to extend the term of or to refund any such lien or purchase money mortgage.

2. Nothing in this Indenture expressed or implied is intended or shall be construed to limit the right or power of the Company, which is hereby expressly reserved, to obtain from the Trustee an instrument subordinating the lien of this indenture to the First Mortgage or a new equipment agreement (a) in order to permit the Company to refinance or refund any obligations outstanding under any equipment agreement or (b) to enable the Company to comply with the provisions of said First Mortgage, or of any such equipment agreement requiring it to convey equipment to replace equipment thereunder which has been destroyed, retired or otherwise disposed of, subject, however, in each case to the provisions of Section 7.14 hereof.

TO HAVE AND TO HOLD the premises, railroads, rights, franchises, estates, appurtenances, leaseholds, and other property, real or personal (hereinafter sometimes referred to collectively as the "mortgaged property" or the "trust estate") hereby conveyed or assigned, or intended to be conveyed or assigned, or which may be conveyed or assigned by

indentures supplemental hereto, unto the Trustee, its successor or successors in trust and assigns forever.

SUBJECT, HOWEVER, as to the properties described in Granting Clauses V to X, inclusive, and Granting Clauses XII to XIV, inclusive, to the lien of the First Mortgage in so far as, but only in so far as, the same attaches to any of the above described properties.

BUT IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of all the present and future holders of the Bonds issued and to be issued by the Company and authenticated by the Trustee under this Indenture, and for the enforcement of the payment of said Bonds and appurtenant coupons when payable, and the performance of and compliance with the covenants and conditions of this Indenture, without preference, priority or distinction as to the lien or otherwise of any one Bond over any other Bond of the same or of any other series by reason of priority in the issue or negotiation or maturity thereof or otherwise, so that, except as in this Indenture otherwise provided, each and every Bond issued and to be issued and authenticated as aforesaid shall have the same right, lien and privilege under this Indenture, and to that subject to the terms hereof, the principal of, premium, if any, and interest upon every such Bond shall be equally and proportionately secured hereby, as if all such Bonds at any time outstanding had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this Indenture; and it is hereby covenanted and declared that all such Bonds, with the coupons for interest thereon, are to be issued, authenticated and delivered, and that the trust estate is to be held by the Trustee, upon and subject to the following covenants, conditions, uses and trusts; and it is agreed and covenanted by the Company with the Trustee and the respective holders from time to time of Bonds hereby secured, as follows, namely:

ARTICLE ONE

Form, Execution and Registry of Bonds

Section 1.01. The aggregate principal amount of Bonds which may be authenticated and delivered hereunder is limited as provided in Article Two hereof. The Bonds to be issued under this Indenture, together with the interest coupons appertaining thereto, shall be substantially of the tenor and purport above set forth, with appropriate insertions, omissions, substitutions and variations in all respects as required or permitted by the terms of this Indenture or any supplement thereto. Prior to the discharge of the Company's First Mortgage said Bonds shall be designated, generally, as the Company's "General Mortgage Bonds, Series ----," and shall be issuable in such series as from time to time shall be authorized by the Board of Directors of the Company, commencing with the Bonds of Series A, designated as "Western Maryland Railway Company General Mortgage 4% Bonds, Series A, due October 1, 1969". After the discharge of said First Mortgage, Bonds issued hereunder may be entitled "First Mortgage Bonds" and in any reference to this Indenture in any such Bonds, this Indenture may be so referred to as to indicate that it is a first mortgage. The Bonds of each series shall be distinctively designated and may be numbered in any manner prescribed by the Board of Directors. Bonds may be issued originally either as coupon Bonds or as registered Bonds without coupons. The coupon Bonds and the registered Bonds without coupons and the several denominations of the registered Bonds without coupons of each series shall be interchangeable at the option of the respective holders thereof as hereinafter in Section 1.03 provided. The coupon Bonds are issuable in the denomination of \$1,000. The registered Bonds without coupons may be of the denomination of \$1,000, or of such multiples of \$1,000 as the Company may from time to time authorize, such authorization to be evidenced conclusively by the execution thereof. All bonds of the same series shall be similar in tenor, and may be in coupon or fully registered form, or both, and if in fully registered form may be dated on and bear interest from different dates.

In authorizing the issue of any series (other than Series A) the Board of Directors of the Company shall determine and specify in respect of the Bonds of each such series the designation of the series, the date, the maturity, the rate of interest, the interest payment dates, place of payment of principal and interest, the redemption provisions, if any, the sinking fund provisions, if any, conversion privileges, if any, tax refund provisions, if any, any limitation of the aggregate principal amount of the series (which limitation may thereafter be further limited by supplemental indenture, pursuant to the provisions of Article Eleven hereof), any restriction of the right to issue Bonds as coupon Bonds or as registered Bonds without coupons, and any variations from the above specified provisions of the coupon Bonds or the registered Bonds without coupons, or both, which may be permitted by this Indenture or which are not inconsistent with the provisions of this Indenture.

The foregoing provisions of this Section are subject to the following specific provisions in respect of Bonds of Series A: The Bonds of Series A shall be limited to Forty-Six Million One Hundred Seventy-seven Thousand Dollars (\$46,177,000) aggregate principal amount and (a) shall be dated October 1, 1949 (except that registered Bonds shall be dated as hereinafter provided in this Section 1.01); (b) shall mature October 1, 1969; (c) shall bear interest at the rate of 4½% per annum to October 1, 1952, and at the rate of 4% thereafter to maturity, payable semi-annually on April 1, and October 1 in each year; (d) shall be payable both as to principal and interest at the agency of the Company, in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts; (e) shall be redeemable before maturity at the option of the Company at any time as a whole, or in part, all upon the notice and in the manner provided in Article Three hereof, at the following percentages of their principal amount: to and including October 1, 1950, 106%; thereafter to and including October 1, 1951, 105%; thereafter to and including October 1, 1952, 104%; thereafter to and including October 1, 1953, 103½%; thereafter to and including October 1, 1954, 103%; thereafter to and including October 1, 1955, 102½%; thereafter to and including October 1, 1956, 102%; thereafter to and including October 1, 1957, 101½%; thereafter to and including October 1, 1958, 101%; thereafter to and including October 1, 1959, 100½%; thereafter to and including October 1, 1960, 100%; thereafter to and including October 1, 1961, 100%; thereafter to and including October 1, 1962, 100%; thereafter to and including October 1, 1963, 100%; thereafter to and including October 1, 1964, 100%; thereafter to and including October 1, 1965, 100%; thereafter to and including October 1, 1966, 100%; thereafter to and including October 1, 1967, 100%; thereafter to and including October 1, 1968, 100%; thereafter to and including October 1, 1969, 100%; and for sinking fund purposes, upon any interest payment date, at the following percentages of their principal amount: to and including October 1, 1951, 102%; thereafter to and including October 1, 1952, 101-3/4%; thereafter to and including October 1, 1953, 101½%; thereafter to and including October 1, 1954, 101%; thereafter to and including October 1, 1955, 100-3/4%; thereafter to and including October 1, 1956, 100%; thereafter to and including October 1, 1957, 100%; thereafter to and including October 1, 1958, 100%; thereafter to and including October 1, 1959, 100%; thereafter to and including October 1, 1960, 100%; thereafter to and including October 1, 1961, 100%; thereafter to and including October 1, 1962, 100%; thereafter to and including October 1, 1963, 100%; thereafter to and including October 1, 1964, 100%; thereafter to and including October 1, 1965, 100%; thereafter to and including October 1, 1966, 100%; thereafter to and including October 1, 1967, 100%; thereafter to and including October 1, 1968, 100%; thereafter to and including October 1, 1969, 100%; and thereafter, 100%; together, in each case, with accrued interest on the principal amount thereof to the date fixed for redemption; (f) shall be entitled to the benefits of the sinking funds provided in Article Four hereof as therein provided; (g) shall be issuable in the form of coupon Bonds, registrable as to principal, of the denomination of \$1,000 and of the form of registered Bonds without coupons of the denominations of \$1,000, \$5,000, \$10,000, \$50,000, and such multiples of \$1,000 as may from time to time be approved by the Company (such approval to be conclusively evidenced by the execution thereof); and (h) generally shall be approved to be conclusively evidenced by the execution thereof; and (i) generally shall be in the form set forth in the preambles hereof with such variations as the Board of directors of the Company may deem necessary to set forth clearly the provisions, rights and conditions herein established.

All Bonds issued under this Indenture shall be executed on behalf of the Company by its President or one of its Vice Presidents (the signature of both of which may be either

manual or a facsimile), under the facsimile of its corporate seal attested by its Secretary or an Assistant Secretary (the signature of both of which may be either manual or a facsimile) and shall be delivered to the Trustee for authentication by it; and thereupon, as provided in this Indenture and not otherwise, the Trustee shall authenticate and deliver such Bonds. No Bond and no coupon thereunto appertaining shall be valid or obligatory for any purpose or be secured by this Indenture, or be entitled to any right or benefit hereunder, unless and until there shall have been endorsed upon such Bond by the Trustee a certificate of authentication substantially in the form hereinbefore recited.

In case any of the officers of the Company who shall have signed and sealed any of the Bonds issuable under this Indenture shall cease to be such officers of the Company before the Bonds so signed and sealed shall have been actually authenticated and delivered by the Trustee or issued, such Bonds, nevertheless, may be authenticated and delivered and issued as though the persons who signed and sealed such Bonds had not ceased to be officers of the Company, and also any such Bond may be signed and sealed on behalf of the Company by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Company, although at the nominal date of such Bond any such person shall not have been such officer of the Company. The coupons to be attached to coupon Bonds shall bear the facsimile of the signature of the present Treasurer or of any future Treasurer of the Company, and the Company may adopt and use for that purpose the facsimile of the signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when such Bonds shall be actually authenticated and delivered.

The Trustee shall not authenticate or deliver any coupon Bonds unless all coupons appertenant thereto then matured, except coupons representing interest the payment of which has not been duly provided for, shall have been detached and cancelled.

Registered Bonds without coupons shall be dated as of the latest semi-annual interest payment date to which interest has been paid preceding the date of authentication, unless the date of authentication be an interest payment date to which interest has been paid, in which case they shall be dated as of such date of authentication, provided that registered Bonds authenticated prior to the first interest payment date of a series, shall be dated as of the date of the coupon Bonds of such series.

Section 1.02. Any of the Bonds may have imprinted thereon any legend or legends required in order to comply with any law or with any rules or regulations made pursuant thereto, or with the rules or regulations of any stock exchange or of any governmental commission or to conform to general usage.

Section 1.03. The Company covenants to make in the manner in this Section below set forth, at the agency to be maintained for that purpose, exchanges and transfers of Bonds to which the right of such exchange or transfer attaches under the provisions of this Indenture; provided, however, that no exchange or transfer of any Bond subject to redemption will be made after the first publication of notice that such Bond has been drawn for redemption and provided further that in the case of registered Bonds without coupons, the Company shall not be required to make exchanges or transfers of Bonds or any series for a period of 10 days next preceding any interest payment date of said series.

Whenever a Bond or Bonds to which such right of exchange attaches shall be surrendered for exchange, or in the case of registered Bonds without coupons, for transfer, the Company shall execute, and the Trustee shall authenticate and deliver in exchange for such surrendered Bond or Bonds, a coupon Bond or Bonds or a registered Bond or Bonds without coupons of the same series for a like aggregate principal amount of such authorized denominations as may be requested provided that any registered Bond or Bonds without coupons shall be accompanied by a written instrument of transfer in form approved by the Company, executed by the registered holder in person or

by duly authorized attorney.

The coupon Bonds surrendered for exchange as in this Section 1.03 above provided, and the coupon Bonds issued upon such exchange, shall each bear all unmatured coupons and all matured coupons not fully paid, if any.

In every case of exchange or transfer of Bonds, the surrendered Bond or Bonds, together with the appurtenant coupons, shall be cancelled by the Trustee. The coupon Bonds and the coupons shall be cremated by the Trustee and certificates of cremation delivered by the Trustee to the Company and to the Bond registrar. The cancelled registered Bonds shall be returned by the Trustee to the Bond registrar.

For any exchange or any transfer of Bonds, the Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp tax or other governmental charge, and, for any exchange of Bonds, but not for any transfer, a further sum in addition thereto not exceeding two dollars for each new Bond issued. Except as above provided, no charge shall be made to the holder or registered owner of any Bond for any such registration, transfer or discharge from registration of such Bond.

Upon presentation of any coupon Bond, other than a temporary Bond which does not contain provision for registration, the Company will register such Bond as to the principal sum thereof, in the name of the holder, on registry books to be provided at the agency of the Company to be maintained for that purpose. After such registration, no transfer shall be valid unless made on said books by the registered holder, in person or by duly authorized attorney, and similarly noted on the Bond. Upon presentation to the Company, at such agency, of any such coupon Bond registered as to principal, accompanied by a written instrument of transfer in form approved by the Company executed by the registered holder in person or by duly authorized attorney, such Bond shall be transferred upon such registry books. The registered holder of any such coupon Bond registered as to principal shall also have the right to cause the same to be registered as payable to bearer, in which case transferability of the Bond by delivery shall be restored, and thereafter the principal of such Bond when due shall be payable to the person presenting the Bond; but any such Bond registered as payable to bearer may be registered as to principal again in the name of the Holder as aforesaid with the same effect as the first registration thereof and successive registrations and transfers as aforesaid may be made from time to time as desired. Each registration of a coupon Bond, and each transfer of a coupon Bond so registered, shall be recorded on the registry books, and shall be noted on the Bond by the Bond registrar of the Company. Registration of any of the Coupon Bonds as to principal, however, shall not affect the transferability by delivery of the coupons appertaining to such Bond, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to the bearer.

Section 1.04. The Company and the Trustee may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal, and the bearer of any coupon for interest on any coupon Bond, whether such Bond shall be registered as to principal or not, as the absolute owner of such Bond, or coupon, for all purposes, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

As to all registered Bonds, either with or without coupons, the person in whose name the same shall be registered shall, for all purposes of this Indenture, be deemed and be regarded as the owner thereof, and thereafter, payment of, or on account of, the principal of such Bond and, if it be a registered Bond without coupons, interest shall be made only to, or upon the order of, such registered holder thereof. All such payments to made shall be valid and effectual to satisfy and to discharge the liability upon such Bonds to the extent of the sum or sums so paid.

Section 1.05. In case any coupon Bond issued hereunder, with the coupons thereto

appertaining, or any registered Bond without coupons, shall become mutilated or be lost, stolen or destroyed, the Company in the case of a mutilated Bond shall, and in the case of a lost, stolen or destroyed Bond may in its discretion, execute and thereupon the Trustee shall authenticate and deliver, a duplicate Bond with or without coupons as the case may be, of like tenor and date and bearing the same rights with respect to interest, in exchange and substitution for and upon cancellation of the mutilated Bond and its coupons, or the mutilated registered Bond without coupons, or in lieu of and in substitution for the Bond and its coupons, or the registered Bond without coupons, so lost, stolen, or destroyed, upon the production of evidence satisfactory to the Company and the Trustee of the loss, theft or destruction of such Bond and its coupons, or of such registered Bond without coupons, or that the mutilated Bond was one of the Bonds issued hereunder, as the case may be, and upon receipt by the Company and the Trustee, respectively, of such indemnity as in their discretion they may require; provided, that if any such bond or coupon shall have matured or shall be about to mature, instead of issuing a substituted Bond or coupon, the Company may pay the same without surrender thereof. The applicant for such substituted Bond shall pay all expenses, including counsel fees, in connection with the preparation and issue thereof.

Section 1.06. Pending the preparation of the definitive Bonds to be issued hereunder, the Company may execute and the Trustee upon the written request of the Company shall authenticate and deliver in lieu of such definitive Bonds, and subject to the same provisions, limitations and conditions, temporary Bonds in any denomination substantially of the tenor of the definitive Bonds in lieu of which they are to be issued, with or without coupons, and with appropriate omissions, insertions and variations as may be required. Such temporary Bonds shall be exchangeable, without expense to the holder, for the definitive Bonds in lieu of which they are issued, and upon surrender and cancellation of such temporary Bonds, the Company shall execute and the Trustee upon the written request of the Company shall authenticate and deliver in exchange therefor definitive Bonds for the same aggregate principal amount. Until so exchanged, the temporary Bonds in all respects shall be entitled to the same lien and security of this Indenture as the definitive Bonds issued and authenticated hereunder. Temporary Bonds may be issued without the provision entitling the holders to register the Bonds or a recital of specific redemption prices.

ARTICLE TWO.

Issue of Bonds

Section 2.01. Upon the execution of this Indenture the Company shall execute and deliver to the Trustee Two Million Dollars (\$2,000,000) principal amount of Bonds of Series A and thereupon the Trustee, without further action by the Board of Directors of the Company and without awaiting the filing or recording of this Indenture, shall authenticate said Bonds and deliver the same upon the written order of the Company signed in its name by its President or one of its Vice Presidents. An additional amount of Bonds of Series A, not to exceed in the aggregate Forty-Four Million One Hundred Seventy-Seven Thousand Dollars (\$44,177,000) principal amount, being the remainder of the authorized issue of said series, shall from time to time on request of the Company be authenticated by the Trustee and delivered to the Company against the pledge hereunder (or the deposit with the Trustee of moneys sufficient for the payment) of a like principal amount of First Mortgage bonds or against the release and satisfaction of the First Mortgage as provided in Section 2.03 hereof, provided, however, no Bonds shall be authenticated and delivered by the Trustee to the Company in respect of the pledge hereunder by the Company of the First Mortgage bonds described in Granting Clause XI hereof or in respect of First Mortgage bonds applied to sinking fund payments pursuant to the provisions of Article Four hereof.

The Company covenants to pledge with the Trustee under this Indenture, in addition to the First Mortgage bonds described in Granting Clause XI hereof, any First Mortgage bonds which

it may acquire after the date of this Indenture, and prior to the satisfaction and discharge of the First Mortgage. At the time of each such pledge the Company shall file with the Trustee a written request (a) to authenticate Bonds in a principal amount not exceeding the amount of First Mortgage bonds so pledged (or, in lieu thereof, to pay over a like amount of deposited cash), or (b) to apply all or part of said First Mortgage bonds, prior to the release and satisfaction of the First Mortgage, to sinking fund payments pursuant to the provisions of Section 4.01 and Section 4.02 hereof.

Section 2.02. Whenever requesting the authentication of any Bonds under this Article Two, the Company, besides complying with the other requirements of this Indenture, shall cause to be delivered to the Trustee:

1. A certified copy of a resolution of the Board of Directors of the Company authorizing the proposed issue and requesting the Trustee to authenticate and deliver Bonds, specifying (a) the basis for such authentication and the amount of Bonds called for, the series thereof and any other matters with respect thereto required by this Indenture and (b) the officer or officers of the Company to whom or upon whose written order such Bonds shall be delivered, and, if such Bonds are to be of a series not theretofore created, authorizing the execution and delivery of a supplemental indenture establishing the terms of such series, which supplemental indenture shall be delivered to the Trustee with such resolution;

2. An opinion of counsel for the Company to the effect that (a) no authorization of the issue of such Bonds is required by law to be given by any commission or other governmental body, except as therein shall be specified, (b) that in all other respects the Company is authorized by law to issue the Bonds proposed to be issued, (c) the instruments delivered to the Trustee conform to the requirements of the Indenture and constitute sufficient authority hereunder for the Trustee to authenticate and deliver such bonds, and (d) such Bonds when issued will constitute valid and binding obligations of the Company according to their terms and will be secured by this Indenture;

3. A copy, authenticated in such manner as may be satisfactory to the Trustee, of the order or orders or certificate or certificates authorizing such issue of Bonds made or given by the governmental authority or authorities specified in said opinion of counsel;

4. A certificate signed by the President or a Vice President and by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company stating that to the knowledge of the signers no event of default, as defined in Section 8.02 hereof, has happened and is continuing.

Section 2.03. Bonds of Series A may be authenticated and delivered to the Company in an aggregate principal amount not in excess of \$44,177,000 principal amount to refund any of the First Mortgage bonds outstanding in the hands of the public on October 1, 1949. Prior to the authentication and delivery of any such Bonds there shall in each case have been delivered to the Trustee:

1. The documents specified in Section 2.02 hereof.

2. A certificate signed by the President or a Vice President and by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company specifying the principal amount of First Mortgage bonds to be surrendered, or to be paid, or which have been paid or provision for payment of which has been made, as the basis of the proposed authentication and delivery of Bonds and stating that such First Mortgage bonds were outstanding in the hands of the Public on October 1, 1949, and have not theretofore been made the basis for the authentication and delivery of Bonds or the payment of deposited cash under any provision of this Indenture and that none of such First Mortgage bonds has been acquired or retired through the operation of or been applied to any sinking

fund payment under any sinking fund applicable to any series of Bonds or has been acquired or retired with the proceeds of any property released from the lien of this Indenture; and

3. Either (a) a principal amount of uncanceled First Mortgage bonds, with all unmatured coupons, if any, appertaining thereto, not less than the principal amount of Bonds the authentication and delivery of which is requested, or (b) moneys in trust in an amount sufficient to pay the principal of and interest to maturity on all First Mortgage bonds then to be refunded, or (c) an instrument of release and satisfaction of the First Mortgage executed by the Trustee under the First Mortgage, together with an opinion of counsel that such instrument constitutes a valid satisfaction of said First Mortgage effective to release the lien thereof.

All First Mortgage bonds delivered to the Trustee under this Section 2.03 shall be held by it as a part of the trust estate, without impairment of the lien securing the same, as additional security under this Indenture and upon the trusts hereby declared, subject, however, to Section 6.07 hereof.

Section 2.04. Bonds of any one or more series may, from time to time be executed by the Company and delivered to the Trustee and upon the written request of the Company shall be authenticated by the Trustee and delivered from time to time as specified in such request for refunding an equal principal amount of bonds of any other series theretofore authenticated and delivered hereunder which either at, before or after the maturity thereof, shall be surrendered to the Trustee, as hereinafter in this Section 2.04 provided.

Whenever requesting the authentication of Bonds under this Section 2.04 the Company shall deliver to the Trustee:

1. The documents provided for under Section 2.02 hereof.

2. A certificate signed by the President or a Vice President of the Company and by the Comptroller, General Auditor or other principal accounting officer or the Treasurer of an Assistant Treasurer of the Company setting forth the following:

(a) A description of the Bonds surrendered which form the basis of the request.

(b) A statement that such Bonds have not theretofore been made the basis for the authentication and delivery of Bonds or the withdrawal of deposited cash under any provision of this Indenture.

(c) A statement that none of such Bonds has been acquired or retired through the operation of or been applied to any sinking fund payment under any sinking fund or has been acquired or retired with the proceeds of any property released from the lien of the Indenture.

3. A principal amount of uncanceled Bonds, together with all unmatured coupons, if any, appertaining thereto, not less than the principal amount of Bonds the authentication and delivery of which is requested.

Section 2.05. In addition to the Bonds issued under Sections 2.03, 2.04 and 2.07 hereof, Bonds of any one or more series may be issued from time to time provided that the aggregate principal amount of Bonds of all series to be outstanding after issuance of the Bonds authentication of which is requested pursuant to this Section 2.05 together with all prior lien obligations existing immediately after the authentication and delivery of such Bonds, does not exceed sixty per cent (60%) of the aggregate of the Company's investment (after deducting accrued depreciation applicable thereto) in road and equipment property, improvements on leased property and miscellaneous physical property, which investment is now shown in accounts (701), (702) and (705), respectively, as prescribed by the Accounting Rules.

For the purposes of this Section 2.05 the computation of Bonds outstanding shall include:

1. All Bonds outstanding in the hands of the public;

2. So long as any Series A Bonds are secured by this Indenture, all Bonds of Series A acquired and cancelled under the sinking fund provided for in Section 4.01 hereof;

3. All Bonds pledged by the Company; and

4. All bonds held by or for the Company;

but shall not include:

(a) Any other Bonds theretofore authenticated and delivered which have been paid, redeemed or cancelled, or for which provision satisfactory to the Trustee for payment, redemption or cancellation has been made; or

(b) Any Bonds issued pursuant to Section 2.07 hereof against the deposit of cash with the Trustee so long as such cash has not been withdrawn or set aside for the purposes specified in Section 2.08 hereof.

For the purposes of this Section 2.05 "prior lien obligations" shall mean all obligations (including equipment obligations) secured by a prior lien on any property subject to the lien of this Indenture and shall include:

(i) All prior lien obligations outstanding in the hands of the public;

(ii) So long as any Series A Bonds are outstanding, all First Mortgage bonds acquired under the sinking fund provided for in Section 4.01 hereof;

(iii) Prior lien obligations when pledged to secure debt other than prior lien obligations; and

(iv) When prior lien obligations are pledged to secure other prior lien obligations either the amount of the pledged prior lien obligations or the prior lien obligations outstanding in the hands of the public, which such pledged prior lien obligations secure, whichever is the greater;

But shall not include:

(x) Any other prior lien obligations pledged hereunder;

(y) Any prior lien obligations paid, redeemed, or cancelled, or for payment, redemption, or cancellation of which provision satisfactory to the Trustee has been made; or

(z) Necessarily undetermined liens or charged ordinarily incident to construction or operation or liens for taxes for the current year or of taxes or assessments not then delinquent (herein referred to collectively as "excepted liens").

For the purpose of this Section 2.05 accrued depreciation shall mean depreciation shown in accounts (702 $\frac{1}{2}$ C), 702 $\frac{1}{2}$ D), 705 $\frac{1}{2}$) and (779), and shall include depreciation (computed at the same rates as the depreciation shown in accounts (702 $\frac{1}{2}$ C) and 702 $\frac{1}{2}$ D)) in lieu of amortization shown in accounts (702 $\frac{1}{2}$ E) and (702 $\frac{1}{2}$ F).

In determining the Company's investment as aforesaid there shall be excluded expenditures by the Company which do not constitute investment in road and equipment property subject to the lien of this Indenture, improvements on leased property, the lease of which is pledged under this Indenture, or miscellaneous physical property subject to the lien of this Indenture.

If by reason of adjustment, retirements or otherwise the Company's investment in Road and equipment property, improvements on leased property and miscellaneous physical property, as shown in the foregoing accounts, less accrued depreciation, shall at any time fall below an amount equal to 166-2/3% of the aggregate principal amount of Bonds plus all prior lien obligations then outstanding, it shall not be necessary by reason of this limitation to recall any of the Bonds then outstanding under this Indenture.

Section 2.06. Whenever requesting the authentication of any Bonds under Section 2.05 hereof, the Company shall deliver to the Trustee:

1. The documents provided for under Section 2.02 hereof.

2. A certificate signed by the President or a Vice President of the Company and by the Comptroller, General Auditor, or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company, dated not more than sixty days prior to the date

of the application to the Trustee, setting forth the following:

(a) The investment of the Company, specified by primary account headings, as shown in accounts (701), (702) and (705), in road and equipment property, improvements on leased property and miscellaneous physical property, including property which will be included in any of said accounts immediately after compliance with the request for the authentication of Bonds, and a statement that such investment was computed in accordance with the Accounting Rules and does not include any expenditures by the Company which do not constitute investment in road and equipment property subject to the lien of this Indenture, improvements on leased property, the lease of which is pledged under this Indenture, or miscellaneous physical property subject to the lien of this Indenture;

(b) Accrued depreciation on such property as shown in accounts (702½ C), (702½ D), (705½) and (779) and a statement that such depreciation was computed in accordance with the Accounting Rules;

(c) The depreciation in lieu of amortization shown in accounts (702½ E) and (702½ F) with respect to such property and a statement that such depreciation was computed at the same rates as depreciation shown in accounts (702½ C) and (702½ D);

(d) The aggregate of the Company's net investment in road and equipment property, improvements on leased property and miscellaneous physical property, computed by deducting the sum of the amounts of depreciation set forth in said certificate pursuant to the foregoing subparagraphs (b) and (c) from the amount of the investment set forth in said certificate pursuant to the foregoing subparagraph (a);

(e) The respective principal amounts of all prior lien obligations (as that term is defined in Section 2.05 hereof) immediately after compliance with the request for the authentication of Bonds;

(f) The aggregate principal amount of Bonds to be outstanding (as that term is defined in Section 2.05 hereof) after issuance of the Bonds authentication of which is then being requested.

3. An opinion of counsel to the effect that (a) the investment of the Company specified in said certificate does not include any expenditures by the Company which do not constitute investment in road and equipment property subject to the lien of this Indenture, improvements on leased property, the lease of which is pledged under this Indenture, or miscellaneous physical property subject to the lien of this Indenture, and (b) said certificate correctly sets forth all prior lien obligations (as that term is defined in Section 2.05 hereof) immediately after compliance with the request for the authentication of Bonds.

Section 2.07. Bonds shall be authenticated and delivered by the Trustee from time to time upon the deposit by the Company with the Trustee of a sum in cash equal to the principal amount of such Bonds and delivery by the Company to the Trustee of the documents specified in Section 2.02 hereof.

Section 2.08. All cash deposited with the Trustee under the provisions of Section 2.07 hereof shall be held by the Trustee as part of the mortgaged and pledged property and as part of the deposited cash hereunder, but whenever the Company shall become entitled to the authentication and delivery of Bonds pursuant to Sections 2.03, 2.04 or 2.05 of this Indenture the Trustee, upon the written request of the Company, shall pay over to the Company, or upon its order, in lieu of each Bond to the delivery of which the Company may then be so entitled, a sum in cash equal to the principal amount of each such Bond. For the purpose of withdrawing cash pursuant to the provisions of this Section 2.08, the Company shall deliver to the Trustee the documents, opinions, certificates and securities required to be delivered to the Trustee prior to the authentication and delivery of Bonds pursuant to

Section 2.03, Section 2.04 or Section 2.05, as the case may be, other than the documents required by Section 2.02 hereof, except that there shall be delivered a certificate signed by the President or a Vice president and by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company stating that to the knowledge of the signers no event of default as defined in Section 8.02 hereof has happened and is continuing.

Upon or at any time after any deposit of deposited cash with the Trustee pursuant to Section 2.07 hereof, the Company may file with the Trustee a written request that a specified amount of such deposited cash be held for the purpose of paying the principal of First Mortgage bonds. Upon the filing of any such request, the amount of deposited cash therein specified shall be set aside and held by the Trustee and shall be paid to the Company, or upon its order, upon delivery to the Trustee of the documents, opinions, certificates and securities referred to in Section 2.03 hereof, other than the documents required by Section 2.02 hereof, except that there shall be delivered a certificate signed by the President or a Vice President and by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company stating that to the knowledge of the signers no event of default as defined in Section 8.02 hereof has happened and is continuing.

Upon or at any time after any deposit of deposited cash with the Trustee pursuant to Section 2.07 hereof, the Company may file with the Trustee a written request that a specified amount of such deposited cash be held for the purpose of paying the principal amount of specified Bonds. Upon the filing of any such request and a certificate signed by the President or a Vice President and by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company stating that to the knowledge of the signers no event of default as defined in Section 8.02 hereof has happened and is continuing and, in the case of redemption, that all required notice of redemption has been given and setting forth the details thereof and the form of the notice of redemption as so given or stating what provision has been made for the giving of such notice, and upon deposit by the Company with the Trustee of sufficient funds to pay the accrued interest and premium, if any, on the Bonds to be so paid or redeemed, the amount of deposited cash therein specified shall be set aside and held in Trust by the Trustee for the payment or redemption of the Bonds specified in such request; provided, however, that in the case of a redemption of Bonds where the necessary notice of redemption shall not have been given, the procedure for such redemption, including the giving of the notice of redemption, shall be satisfactory to the Trustee. Any such deposited cash set aside by the Trustee for the payment or redemption of particular Bonds shall be applied from time to time to the payment or redemption of such Bonds upon surrender thereof to the Trustee.

Section 2.09. In the absence of knowledge or notice to the contrary, the Trustee shall be entitled to receive the resolutions, certificated orders, opinions of counsel, and other writings, in this Article provided for, as conclusive evidence of the truth of the statements therein contained, respectively, and as full authority for the taking of any action in accordance therewith under this Article, and they shall constitute full authority and protection to the Trustee for its authentication and delivery of Bonds and the payment of deposited cash under the provisions of this Article.

Section 2.10. If an event of default as hereinafter defined in Section 8.02 shall have happened and be continuing to the knowledge of the Trustee, notwithstanding the provisions in this Indenture to the contrary, the Trustee may, but shall not be required to, authenticate Bonds or pay deposited cash to the Company, or, upon order of a court of competent jurisdiction, to a receiver or trustee of the Company.

ARTICLE THREE.
REDEMPTION OF BONDS.

Section 3.01. In the creation of any particular series of Bonds hereunder the Company may reserve the right to redeem, before maturity, all or any part of the bonds of that series at such time or times and on such terms as the Board of Directors of the Company may determine and as shall be appropriately specified in each of the Bonds of that series. Except as otherwise determined by the Board of Directors of the Company prior to the issue under this Indenture of any such series of Bonds in respect of which the Company is reserving a right of redemption before maturity, the procedure for redemption shall be as set forth in this Article.

In case the Company shall desire to exercise such right to redeem and pay off all or any part of the Bonds of a particular series in accordance with the right reserved so to do, notice of redemption, either of all or any part of the Bonds of such series, shall be given by the Company by publication in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, at least once each week for four successive weeks prior to the date fixed for such redemption, the first publication to be not less than thirty days prior to the date fixed for such redemption. Such publication need not be on the same day of each week or in the same newspaper. A copy of such notice shall also be mailed by the Company at least thirty days before the date fixed for such redemption to each registered holder of Bonds of the said series (including coupon Bonds registered as to principal) called for redemption, at his last address appearing upon the bond registry books, but failure to give such notice by mailing shall not affect the validity of any proceedings for the redemption of Bonds.

In case the Company shall elect to redeem less than all of the Bonds of any series, it shall give the Trustee adequate written notice of the aggregate principal amount of Bonds of such series to be redeemed, and thereupon the Trustee shall, not more than twenty days before the date of first publication of notice of redemption, draw by lot, in such manner as the Trustee may elect, from the numbers of the Bonds of the said series the distinguishing numbers of a principal amount of Bonds equal to such aggregate principal amount of Bonds to be redeemed, and shall thereafter notify the Company in writing of the numbers of Bonds so drawn. In the case of any registered Bonds without coupons which are to be redeemed in part only, the notice of redemption shall specify the respective portions of the principal amount thereof to be redeemed and shall state that upon surrender of such registered Bonds for redemption new Bonds of the same series of an aggregate principal amount equal to the unredeemed portions of such registered Bonds will be issued in lieu thereof. In case there shall have been drawn for redemption as aforesaid part of any registered bond without coupons the Company shall execute and the Trustee shall authenticate and deliver to the registered holder thereof or upon his order and at the expense of the Company a new Bond or Bonds of the same series for the unredeemed portion of the surrendered Bond.

Section 3.02. After the giving of the required notice of redemption has been completed as above provided, the Bonds so called for redemption (including the designated portion of any registered Bonds without coupons, if any) shall become due and payable on the date and at the place in such notice specified, at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after such date of redemption (unless the Company shall make default in the payment of said Bonds at the redemption price or prices aforesaid, together with interest accrued to the date fixed for redemption) interest on the bonds or portions of Bonds so called for redemption shall cease

to accrue. If Bonds called for redemption are not so paid and redeemed on presentation thereof, they shall bear interest at the rate of 6% per annum until provision for payment has been made.

Whenever exercising its right of redemption, as provided for in this Article, the Company shall furnish to the Trustee a duly certified copy of a resolution of its Board of Directors providing for such redemption, specifying the particular series and the principal amount of Bonds to be called for redemption from such series.

Section 3.03. If the Company shall deposit in trust with the Trustee an amount in cash sufficient to redeem any Bonds called for redemption, and accrued interest, or shall cause the Trustee to apply deposited cash sufficient to pay the principal of any Bonds called for redemption and shall deposit with the Trustee sufficient funds to pay the accrued interest and any premium on such Bonds, and shall furnish to the Trustee proof satisfactory to the Trustee that the required notice of redemption of such Bonds has been given as herein provided, or that arrangements have been made insuring to the satisfaction of the Trustee that such notice will be given, then the Bonds so called for redemption shall no longer be deemed to be outstanding hereunder for any purpose, except for the purpose of entitling the holders thereof to receive payment of the redemption price thereof, and accrued interest to the redemption date, and shall cease to be entitled to the security hereof, and such Bonds shall cease to bear interest after the redemption date and the coupons for interest appurtenant to such Bonds maturing subsequent to the redemption date shall be void. Subject to the provisions of Section 16.01 hereof, the Trustee shall hold the redemption moneys in trust for the holders of the Bonds called for redemption and shall pay the same or cause the same to be paid to such holders respectively upon presentation and surrender of such Bonds, with all coupons thereto attached maturing after the redemption date.

In any case where the redemption date shall be an interest payment date, the coupons maturing on the redemption date may be detached by the holders and presented for payment, and the Trustee shall apply the cash received by it for the payment of the accrued interest on the Bonds called for redemption to the payment of such coupons.

Section 3.04. In any case where the date of maturity of interest or principal or the date of redemption of any Bond shall be a Sunday or shall be a legal holiday at the place where payment thereof is to be made, or shall be a date on which banking organizations at the place where such payment is to be made are authorized by law to close, then payment of such interest and principal (and premium, if any) may be made on the next succeeding business day with the same force and effect as if made on the nominal date of maturity or redemption, and no interest shall accrue for the period after such nominal date.

Section 3.05. All the Bonds redeemed and paid under the provisions of this Article, together with the appurtenant coupons, shall be cancelled by the Trustee. The Coupon bonds and coupons shall be cremated by the Trustee and certificates of cremation delivered by the Trustee to the Company. The cancelled registered Bonds shall be returned by the Trustee to the Bond registrar.

ARTICLE FOUR
SINKING FUNDS.

Section 4.01. The Company covenants and agrees that, so long as any Bonds of Series A are outstanding, it will pay to the Trustee on or before October 1, 1950, and on or before October 1 in each year thereafter, as and for a sinking fund, the lesser of

- (a) a sum equal to one per cent. (1%) of the maximum aggregate principal amount of Bonds of Series A therefor at any time outstanding.
- (b) a sum equal to the net income of the Company for the preceding calendar year.

The net income of the Company for sinking fund purposes for any particular year shall mean the result obtained by deducting from the Company's "income available for fixed charges" for such year the Company's "fixed charges" for such year, as such terms shall be defined by the Interstate Commerce Commission or other governmental agency having jurisdiction.

The sinking fund requirements shall be cumulative, however, so that if and to the extent that the amount payable on any October 1 under clause (b) above shall be less than the amount otherwise payable under clause (a) above (the difference between such amounts being hereinafter called the "sinking fund deficiency"), the Company on October 1 of the next succeeding year or years shall remedy such sinking fund deficiency or deficiencies (but without interest thereon) in the order in which such deficiencies were incurred to the extent of the Company's net income for the preceding calendar year after payment of the then current sinking fund installment.

The Company may pay into the sinking fund on or before October 1 in any year the amount payable under clause (a) of this Section 4.01 plus any deficiencies from prior periods even if the amount so paid shall not have been earned in whole or in part.

At the option of the Company, the sinking fund payments to be made pursuant to the first paragraph of this Section 4.01 may be made in cash or in Bonds of Series A theretofore issued and reacquired by the Company (otherwise than through the operation of any sinking fund or with the proceeds of property released from the lien of this Indenture) and not theretofore made the basis for the authentication of Bonds or the withdrawal of deposited cash, with all unmatured coupons attached, at the current sinking fund redemption price for such Bonds or at the cost thereof to the Company (exclusive of accrued interest and brokerage commissions), whichever is less, or, at the option of the Company, may be made, prior to the satisfaction and discharge of the First Mortgage, in First Mortgage bonds at 102% of the principal amount thereof or at the cost thereof to the Company (exclusive of accrued interest and brokerage commissions), whichever is less.

On each such sinking fund payment date the Company shall deliver to the Trustee a statement showing in reasonable detail the net income of the Company for the preceding calendar year, certified to by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company, stating that such net income has been determined as provided in this Section 4.01, and stating any other facts requisite to the determination of the amount of the payment due on such sinking fund payment date. Such statement shall also certify the cost to the Company (exclusive of accrued interest and brokerage commissions) of each Bond of Series A and each First Mortgage bond to be delivered to the Trustee for the sinking fund in lieu of cash and that each such bond was theretofore issued and reacquired by the Company otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of this Indenture and has not theretofore been made the basis for the authentication of Bonds or the withdrawal of deposited cash. The Trustee shall be protected in relying upon such statement and shall be under no duty to make any verification thereof or investigation or inquiry as to any part thereof.

Section 4.02. So long as any Bonds of Series A are outstanding and until the aggregate principal amount of (1) Bonds outstanding (2) First Mortgage bonds outstanding in the hands of the public and (3) indebtedness outstanding in the hands of the public secured by pledge of Bonds shall have been reduced by at least 25% from \$46,177,000, the Company covenants and agrees to pay to the Trustee, on or before October 1, 1950, and on or before October 1 in each year thereafter, as and for a general sinking fund, an amount equal to

20% of the net income of the Company, as defined in Section 4.01 hereof, for the preceding calendar year. The Company may, but need not, deduct from said net income in any one year an amount not exceeding \$1,250,000 prior to computing the amount of the payments due in such year for the purposes of the general sinking fund. The Company shall be entitled in each year to a credit against the amount due pursuant to the provisions of this Section 4.02 equal to the aggregate of the payments made or to be made by it in such year in cash or otherwise, into all other sinking funds for Bonds issued under this Indenture.

At the option of the Company, sinking fund payments for the general sinking fund may be made in cash or, prior to the satisfaction and discharge of the First Mortgage, in First Mortgage bonds purchased by the Company after the date of this Indenture and pledged hereunder in accordance with the provisions of Section 2.01 hereof (and not theretofore made the basis for the authentication of Bonds or withdrawal of deposited cash) or in Bonds theretofore issued and reacquired by the Company (otherwise than through the operation of any sinking fund or with the proceeds of property released from the lien of this Indenture) and not theretofore made the basis for the authentication of Bonds or the withdrawal of deposited cash, with all unmatured coupons attached. Bonds applied to general sinking fund payments shall be valued at, in the case of First Mortgage bonds, the cost thereof to the Company (exclusive of accrued interest and brokerage commissions) or 102% of the principal amount thereof, whichever is less, or, in the case of Bonds, at the current sinking fund redemption price for such Bonds or the cost thereof to the Company (exclusive of accrued interest and brokerage commissions), whichever is less.

On each general sinking fund payment date the Company shall deliver to the Trustee a statement showing in reasonable detail the net income of the Company for the preceding calendar year, certified by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company, stating that such net income has been determined as provided in Section 4.01, and stating any other facts requisite to the determination of the amount of the payment due on such sinking fund payment date. Such statement shall also certify the cost to the Company (exclusive of accrued interest and brokerage commissions) of each First Mortgage bond and each Bond issued hereunder to be delivered to the Trustee for the general sinking fund in lieu of cash and that each such bond was theretofore issued and reacquired by the Company after the date of this Indenture otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of this Indenture and has not theretofore been made the basis for the authentication of Bonds or the withdrawal of deposited cash. The Trustee shall be protected in relying on such statement and shall be under no duty to make any verification of, or investigation or inquiry as to, any part thereof.

Sinking fund payments for any sinking fund created under this Article Four may be made partly in cash or partly in Bonds and First Mortgage Bonds.

Section 4.03. At any time after the receipt of any sinking fund payment for the sinking fund for Bonds of Series A or for the general sinking fund and until a date 45 days prior to the next ensuing interest payment date on Bonds of Series A, the Trustee shall apply such payment as follows:

(1) Payments made pursuant to Section 4.01 hereof shall be applied to the purchase of Bonds of Series A at a price (exclusive of accrued interest and brokerage commissions) not exceeding the then current sinking fund redemption price or to the purchase of First Mortgage bonds at a price (exclusive of accrued interest and brokerage commissions) not exceeding 102% of the principal amount thereof;

(2) Payments made pursuant to Section 4.02 hereof shall be applied (1) to the purchase of Bonds of Series A or Bonds of any other series then outstanding at prices (exclusive

of accrued interest and brokerage commissions) not exceeding the then current sinking fund redemption prices for the respective Bonds of each series purchased, or (ii) to the purchase of First Mortgage bonds at a price (exclusive of accrued interest and brokerage commissions) not exceeding 102% of the principal amount thereof.

Bonds shall be purchased by the Trustee for the respective sinking funds designated by the Company from time to time by written request filed with the Trustee, at prices (exclusive of accrued interest and brokerage commissions) within the limits above specified, at public or private sale or in the open market with or without notice or advertisement for tenders, as the Trustee in its discretion may determine. Such purchases may be made by the Trustee from the Company at a price not in excess of the market price of such bond (exclusive of accrued interest) on the date of such purchase from the Company as ascertained by the Trustee in any manner deemed by it to be reliable and not in excess of the cost thereof to the Company (exclusive of accrued interest and brokerage commissions) but in any event at a price within the limits above specified, but the Trustee shall purchase from the Company only Bonds and First Mortgage bonds theretofore issued and reacquired by the Company (otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of this Indenture) and not theretofore made the basis for the authentication of Bonds or withdrawal of deposited cash. With each such purchase from the Company the Trustee shall receive a statement certified to by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company setting forth the cost to the Company (exclusive of accrued interest and brokerage commissions) of each Bond and First Mortgage bond purchased by the Trustee and stating that each such bond was theretofore issued and reacquired by the Company otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of this Indenture and that such bond has not theretofore been made the basis for the authentication of Bonds or withdrawal of deposited cash. The Trustee shall be protected in relying upon such statement and shall be under no duty to make any verification ^{thereof} or investigation or inquiry as to any part thereof.

Section 4.04. If upon the date limited as aforesaid for said purchases, the Trustee as above stated shall not have purchased Bonds of Series A or Bonds of any other series or First Mortgage bonds, as the case may be, in an amount sufficient to exhaust the sinking fund moneys paid to the Trustee pursuant to Sections 4.01 and 4.02, the amount of such moneys remaining unexpended in such sinking funds, if \$25,000 or more in aggregate amount (or any amount less than \$25,000, if so requested by the Company), shall be applied by the Trustee on the next ensuing interest payment date to the redemption of outstanding Bonds of Series A or, in the case of the general sinking fund, at the election of the Company, to the redemption of Bonds of any series redeemable for sinking fund purposes, at the applicable sinking fund redemption price. Redemption of Bonds for sinking fund purposes shall be in the same manner and with the same effect as provided in this Indenture or any supplement thereto with respect to redemption at the option of the Company.

Any amount in either sinking fund not so to be applied shall be added to the next sinking fund installment and together with said installment be applied in accordance with the provisions of this Article.

Section 4.05. Any Bonds acquired through the operation of the sinking funds, together with appurtenant coupons, shall be cancelled by the Trustee and no bonds shall be issued in lieu thereof. The coupon Bonds and coupons thereon shall be cremated by the Trustee and certificates of cremation delivered by the Trustee to the Company. The cancelled registered Bonds shall be returned by the Trustee to the Bond registrar. All First

Mortgage bonds so acquired shall be held uncanceled subject to the terms of Article Six hereof.

Section 4.06. The Company covenants to pay on request of the Trustee the compensation of the Trustee for administering the said sinking fund as provided herein, together with the Trustee's expenses, including the cost of advertisement of redemption notices and ^{any} other advertisements, and any customary broker's commission upon the purchase of any bonds and any accrued interest payable with respect to any such bonds purchased or redeemed, it being the intention that the aforesaid charges and accrued interest shall not be charged against sinking fund moneys.

Section 4.07. The Trustee shall not in any event be liable for the payment of principal of, premium, if any, or interest on any Bonds called for redemption as herein provided, except to the extent that it shall have funds in its hands or in the sinking funds or paid to it by the Company for such purpose.

Section 4.08. When the Company shall pay or cause to be paid the principal of all the outstanding Bonds of Series A with interest and premium, if any, according to their terms, or shall deposit with the Trustee in trust for the holders thereof, an amount or amounts sufficient to pay the principal of all of said Bonds of Series A with interest and premium, if any, according to their terms, all moneys then held by the Trustee in the sinking fund for the Bonds of Series A and in the general sinking fund (other than moneys then held for the payment of particular Bonds contracted to be purchased or in respect of which notice of redemption shall have been published) shall, upon demand of the Company, be repaid to it.

No such sinking fund moneys shall be applied to the purchase or redemption of Bonds or First Mortgage bonds or be paid over to the Company, and no publication of notice of redemption shall be commenced, during the continuance of an event of default under this Indenture of which the Trustee shall have notice, and any moneys in any such sinking fund at the time when such notice shall have been received by the Trustee (other than moneys then held for the payment of particular Bonds contracted to be purchased or in respect of which notice of redemption shall have been published) shall be held, unless all such defaults are remedied, as additional security for the payment of the Bonds of Series A.

ARTICLE FIVE

Particular Covenants of the Company.

The Company covenants as follows:

Section 5.01. It will duly and punctually pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds until the maturity thereof, at the dates and place, and in the manner prescribed in the Bonds, or in the coupons thereto belonging, according to the true intent and meaning thereof. After any Bond has matured, whether by declaration or otherwise, the Company will pay interest on the principal amount of such Bond at the rate of six per cent. (6%) per annum until provision for the payment of the principal thereof has been made. When and as paid, all such Bonds, together with the appurtenant coupons, shall be cancelled and delivered to the Trustee. The coupon Bonds and Coupons shall be cremated by the Trustee and certificates of cremation delivered by the Trustee to the Company. The cancelled registered Bonds shall be returned by the Trustee to the Bond registrar.

At all times until the payment of the principal of the bonds issued hereunder, the Company will maintain an agency in the Borough of Manhattan, City and State of New York, where such of said Bonds and coupons as are there payable may be presented for payment and where such of said Bonds as are registrable, transferable or exchangeable may be presented

for registration, transfer or exchange and where notices or demands in respect of any and all of the Bonds and coupons may be served. In case any Bonds are made payable, registrable, transferable or exchangeable in any other city, the Company will maintain, so long as any of such Bonds are outstanding hereunder, an agency in such other city where such Bonds and their coupons may be presented for payment or where such Bonds may be presented for registration, transfer or exchange as the case may be. From time to time, the Company will give notice to the Trustee of the location of any such agency or agencies and of any change of location thereof, and in case the Company shall fail to maintain such agency or shall fail to give such notice of any change thereof, presentation and demand may be made and notices may be served at the principal office of the Trustee. As used in this Indenture the term "Bond registrar", or other equivalent term, shall be held and construed to mean the corporation or other person maintaining the agency selected as hereinabove provided where Bonds may be registered, and the term "registry books", or other equivalent term, shall be held and construed to mean the books kept by such Bond registrar relating to the Bonds of any series issued hereunder.

The Company reserves the right to determine its duties and liabilities and to act in accordance with such determination, with respect to any taxes, assessments or governmental charges which it may be required to deduct or withhold, from the principal of or interest on any Bond or coupon issued hereunder, under any present or future law of the United States of America or of any state, county, municipality or taxing authority therein on the basis of any presumption created by any such law, unless the holder of such Bond or coupon presents at the agency of the Company at which such Bond or coupon shall be payable, a certificate in such form as the Company may from time to time prescribe, giving, among other information, the identify and residence of the owner or holder of such Bond or Coupon, in which event the Company shall be entitled to determine its duties and liabilities, and to act in accordance with such determination, with respect to such deduction or withholding on the basis of the information contained in such certificate.

Section 5.02. Whenever required by the Trustee, the Company will grant, convey, confirm, assign, transfer and set over unto the Trustee the estate, right, title and interest of the Company in or to all real and personal estate, rights and franchises which the Company may hereafter acquire and which by the Granting Clauses of this Indenture are subjected to the lien of this Indenture or intended so to be, and it will also do, execute, acknowledge and deliver or it will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the trust estate hereby mortgaged, or intended so to be, as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this Indenture, and for securing payment of the principal of and interest on the Bonds intended to be hereby secured.

The Company will deliver to the Trustee on or before the last day of June in each year after the year 1950 (1) a certificate signed by the President or a Vice President and the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company, setting forth in reasonable detail a description of any substantial items of real property and securities acquired within the previous calendar year (including in the case of the first such certificate, the period from October 1, 1949, to and including December 31, 1950) and (in case any of the items so described consists of a line of railroad or securities of a corporation owning a line of railroad) stating whether such line of railroad has been used or will be used by the Company in substitution for or will divert traffic from any line of railroad subject to the lien of this indenture and (2) an opinion of Counsel (a) stating that no supplemental indenture is

necessary to subject to the lien of this Indenture the items of property set forth in such certificate which are intended by the Granting Clauses or other provisions of this Indenture to be subjected to the lien hereof, or (b) specifying the items, if any, which are not so intended to be subjected to the lien of this Indenture and specifying the basis for the conclusion that such items are not so intended to be subjected to the lien of this Indenture, or (c) stating that a supplemental indenture is necessary to subject to the lien of this Indenture the items of property set forth in such certificate which are intended by the Granting Clauses or other provisions of this Indenture to be subjected to the lien hereof, and that the supplemental indenture delivered to the Trustee with such certificate and opinion of counsel is sufficient for that purpose and has been recorded and filed in the proper jurisdictions.

The Company represents that it is authorized to own and operate the lines of railroad as described in the Granting Clauses hereof, and covenants and agrees to execute any and all instruments and to any and all acts and things necessary or proper to perfect its title to the same or any part thereof.

Section 5.03. The Company will not voluntarily create or suffer to be created any lien or charge (except excepted liens) having priority or preference over or equality with the lien of this Indenture, upon the trust estate or upon any part thereof, or upon the income and profits thereof, and, within six months after the same shall accrue, it will pay, or cause to be discharged, or will make adequate provision for the satisfaction or discharge of, all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this Indenture as a lien or charge upon the trust estate, or any part thereof, or the income thereof.

Nothing in this Section contained shall require the Company to acquire, pay or discharge any such claim, demand, debt, lien or charge, so long as the Company in good faith shall contest the validity or the amount thereof, unless in the opinion of the Trustee such action would jeopardize the interests of the bondholders.

Section 5.04. The Company, from time to time, will pay and discharge before delinquent all taxes, assessments and governmental charges, the lien of which would be prior to the lien hereof, lawfully imposed upon the Trust estate, or upon any part thereof, or upon the income and profits thereof, so that the lien and priority of this Indenture thereon shall be fully preserved at the expense of the Company without expense to the Trustee or to the bondholders in respect of such properties; and will also pay and discharge before delinquent all taxes, assessments and governmental charges lawfully imposed upon the interest of the Trustee in the trust estate.

Nothing contained in this Section shall require the Company to pay any such tax, assessment or charge so long as the Company in good faith shall contest the validity or amount thereof, unless in the opinion of the Trustee such action would jeopardize the interests of the bondholders.

Section 5.05. If default shall be made in paying any sum which in Section 5.03 or 5.04 of this Article the Company has covenanted to pay or discharge, the Trustee, without affecting any of its rights hereunder, from time to time in its discretion may pay any sum so in default, and thereupon shall have and forthwith may assert a lien for such advances upon the trust estate and the proceeds thereof prior to the lien of the Bonds, provided, however, such advances then unpaid shall not exceed 5% of the principal amount of Bonds then outstanding.

Section 5.06. The Company, to the extent needful and proper for the efficient and economical operation of its properties, shall use its best efforts to preserve all the rights and franchises to it granted and upon it conferred, and also will maintain,

preserve and keep its railroads in good repair, working order and condition, and, from time to time, will make needful and proper repairs, renewals and replacements thereto.

The Company will, to the extent needful and proper for efficient and economical operation of the properties of the Company, keep and maintain in good order and condition, reasonable wear and tear and obsolescence excepted, equipment upon which, or upon the Company's interest in which, this Indenture shall be or become a lien, and the Company will use and apply for that purpose so much of the earnings of the mortgaged railroads and property as may be required for such maintenance of such equipment and will at all times keep said mortgaged railroads supplied with sufficient equipment.

Section 5.07. In case the Company shall hereafter create any mortgage upon the railroads and property subject to the lien of this Indenture or any part thereof, such mortgage shall be and shall be expressed to be subject to the prior lien of this Indenture.

Section 5.08. The Company with all convenient speed will duly record, register and file and re-record, re-register and re-file this Indenture and every indenture supplemental hereto which hereafter may be executed as may be required by law in order to protect the lien hereof on the property covered hereby or intended so to be, and will pay any recording, registration or filing tax or fee legally due upon therecording of this Indenture or of any indenture supplemental hereto or due at any time upon or in connection with the issuance of the Bonds hereunder, and will make such statements and do such acts now or hereafter as are or shall be required by it to be made or done under any law affecting the recording hereof or of any supplemental indenture.

Section 5.09. If at any time any subsidiary shall be indebted to the Company in an amount in excess of \$300,000 (exclusive of indebtedness represented by securities pledged hereunder), the Company will forthwith use its best efforts to cause such subsidiary to issue its note or notes or other obligation or obligations in respect of such indebtedness in excess of \$300,000, and will pledge such notes or obligations hereunder.

Section 5.10. The Company will not suffer or permit any increase of the capital stock of any subsidiary any shares of the stock of which are subject to the lien of this indenture or the issue of any additional shares of the capital stock of any such subsidiary, unless simultaneously therewith there shall be made effective provision that such additional stock (or such part of such additional stock as shall be proportionate to the part of such entire issued capital stock previously subject to this Indenture) forthwith upon the issue or creation thereof shall be pledged hereunder and delivered to the Trustee, and all such additional stock shall be full-paid and non-assessable.

Section 5.11. So long as any Bonds of Series A are outstanding in the hands of the public the Company will not pledge or hypothecate any Bonds to secure any indebtedness created, assumed or guaranteed, directly or indirectly, by the Company if in consequence thereof the excess of the aggregate principal amount of all Bonds pledged or hypothecated by the Company over the aggregate principal amount of all indebtedness secured thereby would exceed 15% of the sum of (a) the aggregate principal amount of all such Bonds then outstanding and all such Bonds then pledged or hypothecated by the Company, and (b) the aggregate principal amount of all First Mortgage bonds and any other prior lien mortgage debt then outstanding in the hands of the public.

Section 5.12. So long as any Bonds are outstanding, the Company will not cause any additional First Mortgage bonds to be certified or delivered under the First Mortgage, except upon transfers and exchanges and in respect of lost, stolen, destroyed or mutilated First Mortgage bonds.

Section 5.13. So long as any Bonds are outstanding, the Company will not directly or indirectly extend or assent to the extension of the time for the payment of interest

upon or the principal of any First Mortgage bond, and it will not directly or indirectly be a party to or approve of any arrangement to extend such time by purchase or funding such interest or principal.

ARTICLE SIX.

Pledged Securities

Section 6.01. All First Mortgage bonds and the stock of Cumberland and Pennsylvania Railroad Company described in Granting Clause XI delivered to the Trustee and any other bonds, stocks, notes or other securities delivered to the Trustee and pledged hereunder (herein collectively referred to as the "pledged securities") shall be held by the Trustee, subject to release as hereinafter provided, in pledge hereunder to secure the payment of the principal, premium, if any, and interest payable from time to time upon the Bonds outstanding hereunder and performance by the Company of the covenants and conditions herein contained.

Whenever requested in writing by the Company, the Trustee shall assign and transfer to persons designated by the Company a sufficient number of any shares of pledged stock to qualify such persons to act as directors of, or in any official relation to, the several companies which shall have issued such shares; provided, however, that in every case the Trustee may make such arrangements as it shall deem necessary for the protection of the trusts hereunder.

The Trustee may (but need not) (1) cause any and all First Mortgage bonds in coupon form and all shares of stock at any time received by it under the provisions of this Indenture to be registered in its name as Trustee or in the name of its nominee, or (2) cause any such bonds to be exchanged for registered bonds without coupons of any denomination, or (3) cause such bonds to be stamped:

"Held in trust for the purposes declared in the General Mortgage of Western

Maryland Railway Company dated October 1, 1949."

Section 6.02. Unless and until an event of default as defined in Article Eight hereof shall have happened and be continuing the Trustee shall not collect or be entitled to collect the interest payable upon any pledged bonds or dividends on pledged stock and the Company shall be entitled to receive any and all such interest or dividends, subject, however, to the provisions of Section 6.06 hereof.

Section 6.03. In case an event of default as defined in Article Eight hereof shall happen, the Trustee during the continuance of such a default shall be entitled to receive and collect when due all interest or dividends payable on the pledged securities after such event of default.

Section 6.04. In case an event of default as defined in Article Eight hereof shall happen and be continuing, the Trustee may take such steps in its discretion as it shall deem necessary to protect the interests of the holders of the Bonds in respect of the pledged securities, either by instituting, or requesting, or authorizing the institution of, any legal proceedings to enforce payment of the principal of or interest on the pledged securities or to foreclose any lien securing the same or otherwise, and in the event any proceedings in bankruptcy or for the reorganization of the Company shall be instituted, the Trustee may file therein on behalf of the holders of the Bonds proof of claim on account of the pledged securities and may accept cash or new securities payable on, or issued in exchange for, the pledged securities under such plan.

Section 6.05. In case at any time default shall be made in the payment of the principal of or interest on any of the pledged securities after the same shall have become payable to the Trustee or in the payment of principal or interest on any securities

constituting part of the same issue as any of the pledged securities, or default shall be made in any covenant or undertaking contained in any mortgage or other instrument securing the same or under which the same were issued, or the right shall arise to enforce by foreclosure or otherwise any such mortgage or other instrument, then and in any such case the Trustee as the holder of such pledged securities shall be entitled to exercise any and all rights of the holders thereof and any and all rights under any mortgage or other instrument securing the same or under which they were issued, and to cause any and all proper proceedings to be instituted to enforce the payment of the principal and interest on such pledged securities and the performance of any and all covenants or undertakings contained therein or in any such mortgage or other instrument and to foreclose or otherwise enforce such mortgage or other instrument.

Section 6.06. Any sum which shall be paid on account of the principal or premium of any pledged bonds or which shall be paid out of the capital or unearned surplus of any corporation with respect to any pledged securities shall be paid, except to the extent that the same shall be applied in accordance with the requirements of mortgages or pledges constituting liens thereon prior to the lien of this Indenture, to the Trustee and shall be held and applied by it in the manner provided by Section 7.09 hereof with respect to the proceeds of released property.

The Company shall not be entitled to receive (i) any interest on any pledged bond which shall have been paid out of the proceeds of any sale, condemnation or expropriation of any property covered by a mortgage or lien securing such bond, or (ii) any dividend on any pledged stock which shall have been paid out of the proceeds of a sale, condemnation or expropriation of the property of the corporation which issued said stock, or as a result of the dissolution, liquidation, in whole or in part, or wind-up of such corporation, or as a dividend which in any way shall be chargeable to or payable out of capital or appropriated or paid-in or capital surplus or upon the reduction of the capital stock of any such corporation or anything paid in retirement or redemption of any pledged stock.

In case any stock dividends are declared on any pledged stock, the certificates for such stock dividends shall, if in the name of the Company, be endorsed by the Company and delivered to the Trustee to be held by it in pledge hereunder subject to the provisions of this Article.

Section 6.07. The Company, unless an event of default as defined in Section 8.02 hereof shall have happened and be continuing, shall have the right, by written request delivered to the Trustee, to require the cancellation of any pledged First Mortgage bonds when the entire outstanding issue of First Mortgage bonds has been paid and the mortgage under which the same were issued shall have been satisfied and discharged or when provision satisfactory to the Trustee for such payment, satisfaction and discharge shall have been made. Pledged bonds cancelled pursuant to this Section 6.07 shall be surrendered by the Trustee to the trustee of the First Mortgage.

Section 6.08. Unless, to the knowledge of the Trustee, one or more of the events of default shall have occurred and be continuing, the Company shall have the right to vote upon, or give any consent in respect of, any pledged stock for all purposes not inconsistent with the provisions of this Indenture, and with the same force and effect as though such pledged stock were not subject thereto, and from time to time, upon the written request of the Company, the Trustee shall execute and deliver, or cause to be executed and delivered to the Company, or its nominee or nominees, suitable waivers of notice of any meeting of stockholders and powers of attorney or proxies to vote upon, or give any consent in respect of, any pledged stock standing in the name of the Trustee, or its nominee or

nominees. Such powers of attorney and proxies shall specify as the purpose or purposes for which the same may be used the purpose or purposes expressed in such request. The Trustee shall be fully protected and shall incur no liability in executing and delivering or causing to be executed and delivered any such power of attorney or proxy upon the receipt of an opinion of counsel that such purpose or purposes are not inconsistent with the provisions of this Indenture.

Section 6.09. The pledge hereunder at any time of any shares of stock of any company or companies shall not prevent the consolidation or merger of any one or more of said companies with, or the sale, conveyance, transfer or lease of all or any part of the property of any such company to, the Company; but, anything in this Indenture contained to the contrary notwithstanding, such consolidation, merger, sale, conveyance, transfer or lease may be made under any laws to which such companies may then be subject; provided, however, that such consolidation, merger, sale, conveyance, transfer or lease shall be made only upon such terms as shall not in any manner impair or prejudice the value of the security hereof and shall be subject to the provisions of Article Fourteen hereof to the extent that the same shall apply. In the event of the consolidation or merger of any one or more of said companies with, or the sale, conveyance, transfer or lease of its property to, the Company, this Indenture ipso facto shall become and be a lien upon all the estate, right, title and interest of the Company in any property or leasehold so acquired by the Company with the same force and effect as if the same had been directly owned by the Company at the date of this Indenture and conveyed to the Trustee hereunder; and the Company shall execute and deliver to the Trustee all such instruments as may be required of it by the Trustee further to establish and perfect such lien.

Any company, shares of whose capital stock are pledged hereunder, may consolidate with, merge into, or sell, convey, transfer or lease all or any part of its property to, any other person or corporation, provided, that the value of the security under this Indenture shall not be in any way impaired or prejudiced thereby, and provided further, that the whole consideration payable, distributable or deliverable on account of the shares of capital stock pledged hereunder in the event of any such consolidation, merger, sale, conveyance or transfer (whether such consideration be in cash or otherwise) shall be pledged with and delivered to the Trustee and shall be and become subject to the lien of this Indenture.

The capital stock of any company, any of the stock of which is pledged hereunder, may for the purpose of carrying out any transaction permitted by the foregoing provisions of this Section and as a part of or in contemplation of such transaction, be increased or reduced to the extent necessary therefor, provided that the percentage of the capital stock of such company of each class pledged hereunder shall not be decreased by such increase or reduction of capital stock.

The Trustee may accept as conclusive evidence a certificate signed by the President or any Vice President and the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company that the value of the security under this Indenture will not be impaired or prejudiced by any consolidation, merger, sale, conveyance, transfer or lease proposed to be made under the provisions of this Section and an opinion of counsel that the lien of this Indenture will not be impaired or prejudiced thereby and that the steps taken or proposed to be taken in connection with any such transaction comply with the provisions of this Section.

The Trustee shall do any and all things proper to carry into effect the purposes of this Section, and in order to facilitate any consolidation, merger, sale, conveyance, transfer or lease contemplated by this Section, the Trustee, if necessary, shall either vote or

transfer into the name of the Company, under such restrictions as it may deem sufficient for the protection of the holders of the Bonds hereby secured, the stock of any company about to be so merged or consolidated; but the certificates for any shares so transferred into the name of the Company shall forthwith be delivered to and held by the Trustee hereunder and the Company shall execute and deliver to the Trustee such instruments as the Trustee shall deem necessary in order to enable it to transfer such shares back into its own name.

ARTICLE SEVEN.

Releases of Mortgaged Property

Section 7.01. From time to time the Company, subject to the conditions and limitations in this Article prescribed, and not otherwise, may sell, exchange for other property or otherwise dispose of, and the Trustee, upon the delivery to it of the resolutions, opinion and certificates as in Section 7.03 provided, shall release from the lien and operation of this Indenture:

(a) Any part of the lines of railroad which are or shall be at any time subject to this Indenture or any leasehold, easement, trackage right or other interest or undivided or part interest therein, or any part thereof, which is or shall be at any time subject to the lien of this Indenture, or any pledged securities, provided:

(1) that, in the judgment of the Board of Directors of the Company, evidenced by a certified copy of a resolution of said Board delivered to the Trustee, it shall no longer be necessary or expedient to retain the property to be released, and either (i) that in the judgment of the Board of Directors of the Company, similarly evidenced, the Company is not thereby prevented from maintaining and operating over lines of railroad subject in whole or in part to this indenture a continuous main line railroad system substantially as direct and available for transportation purposes as the continuous railroad system maintained and operated by the Company at the date of execution and delivery of this Indenture, or (ii) that the release so requested will not adversely affect to a material degree the security for the Bonds or the interests of the bondholders;

(2) that, subject to the provisions of Section 6.07 hereof, the pledged securities to be released are not bonds or obligations secured by lien prior to the lien of this Indenture on property subject to the lien hereof; or

(3) that, either the pledged securities to be released (if securities of a subsidiary) are not less than all of the securities of such subsidiary at the time subject to the lien hereof, or, in the judgment of the Board of Directors, evidenced by a certified copy of a resolution delivered to the Trustee, the sale or other disposition of less than all of the securities of such subsidiary is desirable in connection with arrangements for ownership of the stock of such subsidiary by the Company and other corporations and will be beneficial to the Company and to the trust estate;

or

(b) Any real estate or other property except cash and any rights or interests in property, not hereinafter in this Article specifically mentioned, which, in the judgment of the Board of Directors of the Company, evidenced by resolution of said Board delivered to the Trustee, as aforesaid, it shall no longer be necessary or advantageous to retain for the operation, maintenance or use of the lines of railroad then subject to the lien of this Indenture, or for use in the business of the Company.

Section 7.02. The Company may at any time, provided the general integrity and continuity of its lines be not broken thereby, make any change in location of its lines, tracks, station houses, buildings, or other structures situate upon any part of the trust

estate, and in case of a change in location to premises not subject to the lien of this Indenture, the Trustee, subject to the provisions of Section 7.03 hereof, at the request of the Company and upon subjection to the lien of this Indenture of such premises and the new or relocated lines, tracks, station houses, buildings, or other structures erected thereon, shall release from the lien of this Indenture the premises upon which the lines, tracks, station houses, buildings or other structures were originally located, and any part of such lines, tracks, station houses, buildings or other structures unremoved and remaining thereon, and shall execute and deliver any and all instruments necessary and proper to effect such purpose.

Section 7.03. Whenever requesting action by the Trustee pursuant to the foregoing Sections of this Article, the Company shall deliver to the Trustee, in addition to the resolution set forth in Section 7.01 of this Article:

(1) A certified copy of resolutions of the Board of Directors of the Company requesting the release of the property sold, exchanged or otherwise disposed of, or to be sold, exchanged or otherwise disposed of.

(2) A certificate signed by the President or a Vice President and by the Chief Engineer or Assistant Chief Engineer and by the Comptroller, General Auditor, or other principal accounting officer of the Company or the Treasurer or an Assistant Treasurer, which shall set forth:

(a) A description of the property a release of which is requested;

(b) The selling price, if any, of the property a release of which is requested, or a description of the property, if any, to be received in exchange for the property, a release of which is requested or, if the property is to be disposed of otherwise than by sale or exchange, the benefits to be received by the Company or the resulting enhancement in value of the remainder of its property subject to the lien of this Indenture;

(c) The fair value of the property a release of which is requested; and if any property is to be received in exchange, the fair value thereof (after deducting prior liens thereon) and, if the property is to be disposed of otherwise than by sale or exchange, that the fair value of the property a release of which is requested is not greater than the value to the Company of the benefits to be received by the Company or resulting enhancement in value of the remainder of its property subject to the lien of this Indenture;

(d) That any such property so received in exchange has not heretofore been made the basis for the release of property or the authentication of Bonds or withdrawal of deposited cash under this Indenture; and

(e) Such additional matters as it shall be necessary to establish in order to show that the release of the property forming the subject of such request is authorized under the provisions and restrictions of this Article.

(3) If the certificate required by the foregoing paragraph (2) shall state that the fair value of the property to be released exceeds \$100,000, an independent engineer's certificate (in the case of any property other than pledged securities) or an independent appraiser's certificate (in the case of any pledged securities), stating the fair value of the property to be released and, unless the Company shall have deposited with the Trustee the amount, if any, by which said fair value exceeds the value of the consideration to be received for said property, that said fair value is not greater than the price at which said property is to be sold, or, as the case may be, than the fair value of the property (including any cash) to be received in exchange therefor (after deducting prior liens thereon) or (if the property is to be disposed of otherwise than by sale or exchange) than the value to the Company of the benefits to be received by the Company or the resulting enhancement in value of the remainder

of its property subject to the lien of this Indenture.

(4) An opinion of counsel for the Company, stating that the action so requested is authorized by the provisions of this Article, and that the resolutions and certificates furnished to the Trustee in connection therewith are in compliance with the provisions of this Section.

(5) If the property a release of which is requested is to be sold, the consideration to be received therefor or the fair value of such property, whichever is greater; if such property is to be exchanged, the amount, if any, by which the fair value of the property a release of which is requested exceeds the fair value of the property (including cash) to be received in exchange therefor after deducting prior liens thereon.

Section 7.04. The Company from time to time, upon furnishing to the trustee the opinion and other instruments hereinafter in this Section 7.04 specified, may abandon the operation of any line of railroad or right of way, or may surrender any franchise or portion thereof, without any action by the Trustee, if such abandonment or surrender shall be or shall have been made either pursuant to the authority of the Interstate Commerce Commission or other public authority having jurisdiction in the premises or by virtue of or pursuant to an agreement with the Federal government or any State, municipality or other political division or subdivision of a State or any governmental agency or pursuant to any legal requirement. Prior to any such surrender or abandonment the Company shall deliver to the Trustee

(1) A certified copy of resolutions of the Board of Directors of the Company, reciting the facts relating to such abandonment or surrender and a description of the property the operation of which is to be abandoned or franchise to be surrendered, and stating that in the judgment of said Board the same is not necessary for the maintenance or continued use of the remainder of the trust estate and that such abandonment or surrender will not adversely affect the security for the Bonds or the interest of the bondholders;

(2) An opinion of counsel for the Company stating that such surrender or abandonment either (a) has or will be made pursuant to the authority of the Interstate Commerce Commission or other public authority at the time having jurisdiction in the premises, or (b) has or will be made by virtue of or pursuant to an agreement with the Federal government or any State, municipality, or other political division or subdivision of a state or any governmental agency, or pursuant to a stated legal requirement and that any requisite authority of the Interstate Commerce Commission or other public authority has been obtained or that no such authority is lawfully required to be obtained;

(3) A certified copy of any report and order of the Interstate Commerce Commission or such other public authority specified in said opinion of Counsel, or a copy of such agreement, if any, with the Federal government or any State, municipality, or other political division or subdivision of a State or any governmental agency.

If the Company shall dismantle and remove any tracks, structures or equipment pertaining to the line of railroad or right of way the operation of which is abandoned, the Company may sell such property and the real estate upon which it rested free from the lien of this Indenture without any release by the Trustee; provided, that the Company promptly shall deliver to the Trustee a certificate signed by the President or a Vice President and by the Chief Engineer or Assistant Chief Engineer and by the Comptroller, General Auditor, or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company, describing the real estate and the tracks, structures or equipment so dismantled, removed and sold, and the sale price received therefor, and, unless such

property shall have been sold and the proceeds of sale expended in accordance with the provisions of Section 7.05 hereof, shall deposit the amount of such sale price with the Trustee. Except as aforesaid all property appertaining to or constituting part of the line of railroad or right of way abandoned, and in any case any such franchise or portion thereof, shall be subject to release by the Trustee upon compliance with the provisions of Section 7.01 hereof.

Section 7.05. The Company may from time to time sell, exchange or otherwise dispose of free from the lien of this Indenture and without release by the Trustee, any of the property at any time subject to the lien hereof and not used or useful for railroad purposes, not exceeding in any one calendar year a total of One Hundred Thousand Dollars (\$100,000) in value at the date of disposition, the Company hereby agreeing within a reasonable time to expend the proceeds of any such sale or other disposal to replace the property so sold or otherwise disposed of by other property not necessarily of the same character which in its judgment is of at least equal value, and that all such substituted property and all property received in exchange for property which was subject to the lien hereof, which shall be at least of equal value to the property which was subject to the lien hereof at the time of its sale, exchange or disposal, shall forthwith or by appropriate supplemental indenture become subject to the line of this Indenture.

In order to clear the title of record of the property sold, exchanged or otherwise disposed of in accordance with this Section the Trustee shall from time to time, at the written request of the Company, execute and deliver confirmatory releases or certificates that such property is free from the lien of this Indenture upon receiving a certificate signed by the President or a Vice President and by the Comptroller, General Auditor, or other principal accounting officer of the Company or by the Treasurer or an Assistant Treasurer specifying the property to be released, stating that it is not used or useful for railroad purposes and stating the value of all property theretofore sold, exchanged or otherwise disposed of by the Company pursuant to the terms of this Section 7.05 within the calendar year in which the request for release is made.

The Company will deliver on or before the last day of June in each year to the Trustee a certificate signed by its President or a Vice President and by its Comptroller, General Auditor, or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company, identifying and setting forth the value of all property sold, exchanged or otherwise disposed of free from the lien of this Indenture within the previous calendar year, stating that such property is not used or useful for railroad purposes, and setting forth the consideration and value thereof received in exchange for said property and identifying and setting forth the cost and value of, all replacements of such property so sold or otherwise disposed of, together with all such deeds, assignments or instruments of further assurance (if any) as may be necessary for the purpose of effectually subjecting to the lien of this Indenture such property received in exchange and such replacements, and an opinion of counsel that such deeds, assignments and instruments of further assurance are sufficient for such purpose, or an opinion of such counsel that no such instruments are necessary. The first such certificate and accompanying instruments shall be delivered in June 1951, and shall cover the period from October 1, 1949 to and including December 31, 1950. The Company will pay to the Trustee in cash an amount equal to any excess of the value of the property so disposed of over the sum of the value of the property received in exchange and the cost or value (whichever is less) of such replacements, all as stated in such certificate.

Section 7.06. If by final decree of any court having jurisdiction in the premises or by requirement of any authorized public authority the Company shall be required to part with

the ownership of any portion or portions of the trust estate, then in that event the portion or portions with which it may be so required to part, shall, notwithstanding the foregoing provisions of this Article, be released from the lien of this Indenture.

The Company covenants that it will pay to the Trustee any consideration received by it for the property so taken, the Trustee to execute a release for such property at the request of the Company.

The Trustee shall be entitled to rely on an opinion of counsel for the Company as to the provisions and legal effect of any decree or requirement referred to in this Section.

Section 7.07. In the absence of knowledge or notice to the contrary the resolutions, opinions and certificates hereinbefore provided to be furnished to the Trustee may be received by it as conclusive evidence of any of the facts or of the continuance of any condition or of anything by this Article required to be established or shown in order to authorize the action sought in respect of any property forming the subject of such resolutions, opinions and certificates, and shall be full warrant to the Trustee for any action taken on the faith thereof, but the Trustee, in its discretion, may require at the cost and expense of the Company, such further and additional evidence as may seem reasonable.

Section 7.08. The Company shall have full power in its discretion and without notice to or action by the Trustee, from time to time

(a) (1) To alter, remove, demolish or retire from service any building or structure or any main, branch, spur, switch, connecting, yard, side, terminal or industry tracks or other property on the trust estate which may have become unfit or undesirable for use or which it may deem necessary or desirable to alter, remove, demolish or retire in connection with the maintenance or operation of or in the improvement of the trust estate, and (2) to dispose of any portion of the fixtures, equipment, cars, locomotives and other rolling stock, machinery, apparatus, implements, and similar personal property at any time held subject to the lien hereof, which may have become obsolete or otherwise unfit or undesirable for use or which it may not be necessary or advantageous longer to retain for use upon the trust estate; hereby agreeing, in each case, within a reasonable time to replace the same with, or to substitute therefor, other properties, not necessarily of the same character but having a value at least equal to the then value of the old property at the time of its disposition or, if it be sold, to the consideration therefor received by the Company, and such new property shall become subject to the lien of this Indenture.

(b) To make any lease of, or to grant trackage rights upon, any part of the trust estate, or to enter into any contract affecting the same, including, but not limited to, highway, wire and pipeline crossings, subject to the prior lien of this Indenture, provided, however, that ^{any} such lease of a substantial part of the lines of railroad subject to the lien of this Indenture, or any such agreement or contract granting trackage rights over a substantial part of such lines of railroad, unless expressly terminable by the Company upon three years' notice, shall be expressly terminable at the election of the Trustee in case of the happening of an event of default hereunder, or at the election of the purchaser at any foreclosure sale of the property subject to such lease, contract or agreement, but nothing in this Section contained shall be construed as giving the Company power to make any such lease, or to grant any such trackage rights, or to enter into such contract, unless such lease, trackage rights or contract shall be subordinate to the prior lien of this Indenture.

(c) To make changes or alterations in, or substitutions for, or renewals of, or to

terminate, any leases, trackage rights agreements or contracts, the rights of the Company under which are subject to this Indenture; provided, that the Company is not thereby prevented (except to an extent which in the judgment of the Board of Directors of the Company will not adversely affect to a material degree the security for the Bonds or the interests of the bondholders) from maintaining and operating a continuous railroad system in the manner set forth in subparagraph (1) of Paragraph (a) of Section 7.01 hereof. Any changed, amended or supplemental lease, trackage rights or contract forthwith shall be subject to this Indenture in the same manner and to the same extent as that previously existing.

Section 7.09. Whenever the Company shall be required by any of the provisions of this Article Seven to deposit with the Trustee cash or other consideration received for property disposed of pursuant to this Article Seven, such cash or other consideration may be deposited with the trustee under any indenture constituting a prior lien on the property so disposed of, provided that the Company shall deliver to the Trustee a certificate of the Trustee under such indenture evidencing the deposit with it of such cash or other consideration and an opinion of counsel for the Company to the effect that such indenture constituted a lien on such property prior to the lien of this Indenture and that the provisions of such indenture require the deposit with the trustee thereunder of such cash or other consideration.

All moneys received for property released or sold, as provided in this Article and all moneys received as compensation for any property subject to this Indenture taken by public authority and any and all other moneys at any time receivable by the Trustee, except to the extent that any such moneys shall be applied in accordance with other provisions of this Indenture particularly applicable thereto, shall be received and held by the Trustee as part of the deposited cash hereunder, but whenever the Company shall become entitled to the authentication and delivery of Bonds pursuant to Section 2.03 or Section 2.04 of this Indenture the Trustee, upon the written request of the Company, shall pay over to the Company, or upon its order, in lieu of each Bond to the delivery of which the Company may then be so entitled, a sum in cash equal to the principal amount of each such Bond, upon delivery to the Trustee of the documents, opinions, certificates and securities required to be delivered to the Trustee prior to the authentication and delivery of Bonds pursuant to Section 2.03 or Section 2.04 as the case may be, other than the documents required by Section 2.02 hereof, except there shall be delivered a certificate signed by the President or any Vice President and by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company stating that to the knowledge of the signers no event of default as defined in Section 8.02 hereof has happened and is continuing.

The Company shall also have the right at any time and from time to time to withdraw from the Trustee any and all moneys received by or deposited with it under this Article Seven, and at the request of the Company, the Trustee shall pay over such moneys to the Company upon being furnished with the following instruments:

- (a) A certified copy of the resolutions of the Board of Directors of the Company requesting the Trustee to pay a specified amount of such moneys over to it and specifying that the moneys will be used to pay for, or reimburse the Company for property constructed or acquired by it after October 1, 1949, representing investment in road and equipment property subject to the lien of this Indenture, improvements on leased property, the lease of which is pledged hereunder or miscellaneous physical property subject to the lien of this Indenture.
- (b) A certificate signed by the President or a Vice President and the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company stating that the cost or the fair value, whichever is the lesser, of the property constructed or acquired for which payment or reimbursement is sought is equal

to or in excess of the amount of moneys sought to be withdrawn from the Trustee, describing such property in reasonable detail, stating that such property was constructed or acquired by the Company after October 1, 1949, and has not theretofore been received as consideration for any released property or been made the basis for the withdrawal of any deposited cash under this Indenture, and that all of such property represents investment in road and equipment property subject to the lien of this Indenture, improvements on leased property, the lease of which is pledged hereunder or miscellaneous physical property subject to the lien of this Indenture, and stating that to the knowledge of the signers no event of default as defined in Section 8.02 hereof has happened and is continuing.

(c) An opinion of counsel that the investment of the Company specified in said certificate does not include any investment in property not subject to the lien of this Indenture or in property leased to the Company under a lease not pledged under this Indenture.

Any of such moneys, at the request of the Company, if no event of default shall have happened and be continuing to the knowledge of the Trustee, shall be applied by the Trustee from time to time as hereinafter provided to the purchase of Bonds secured by this Indenture at public or private sale or in the open market with or without notice or advertisement for tenders as the Trustee in its discretion may determine at prices (exclusive of accrued interest and brokerage commissions) not exceeding the then current optional redemption price of the Bonds purchased or to the redemption of Bonds, otherwise than for the purpose of the sinking fund provided for the Bonds of any series, in the manner specified in Article Three of this Indenture.

In case the Company shall desire any of such moneys to be applied by the Trustee to the purchase of Bonds, the Company shall request the Trustee, in writing, to apply a specified amount of such moneys to the purchase of Bonds of one or more designated series, and shall deliver to the Trustee the certificate provided for in subdivision (b) of the next succeeding paragraph of this section. The Trustee shall thereupon proceed to purchase such Bonds, if available, as above provided. Such purchases may be made by the Trustee from the Company at a price not in excess of the market price thereof (exclusive of accrued interest) on the date of any such purchase from the Company as ascertained by the Trustee in any manner deemed by it to be reliable and not in excess of the cost thereof to the Company (exclusive of accrued interest and brokerage commissions) but in no event at a price in excess of the redemption price then prevailing for redemption of such Bonds at the option of the Company. The Trustee shall purchase from the Company only Bonds theretofore issued and reacquired by the Company (otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of this Indenture) and not theretofore made the basis for the authentication of Bonds or withdrawal of deposited cash. With each such purchase from the Company the Trustee shall receive a statement certified by the Comptroller, General Auditor or other principal accounting officer or the Treasurer or an Assistant Treasurer of the Company setting forth the cost to the Company (exclusive of accrued interest and brokerage commissions) of each Bond purchased by the Trustee and stating that each such Bond was theretofore issued and reacquired by the Company otherwise than through the operation of any sinking fund or with the proceeds of any property released from the lien of this Indenture and that such Bond has not theretofore been made the basis for the authentication of Bonds or withdrawal of deposited cash.

In case the Company shall desire any such moneys to be applied by the Trustee to the redemption of Bonds of one or more series (subject to redemption) as may be determined by the Company, the Company shall deliver to the Trustee (a) a certified copy of a resolution of the Board of Directors of the Company requesting the Trustee to apply, on a date ^{or dates} to be specified therein, a specified amount of such moneys to the redemption of Bonds issued hereunder and specifying the one or more series of such Bonds to be redeemed, and if more than one, then the

proportion of such moneys to be applied to each designated series; provided, that the date or dates so specified shall be a date or dates upon which Bonds of the designated series may be redeemed according to their terms, and (b) a certificate signed by the President or a Vice President, certifying that no event of default as defined in Section 8.02 has happened and is continuing. Upon delivery of the instruments required by the foregoing provisions of this paragraph, the Trustee shall, from said moneys then held by it hereunder, set aside the amount specified in said resolution, and select by lot as provided in Article Three hereof, a sufficient number of Bonds of each of the designated series to absorb the moneys (in the case of the redemption of Bonds of more than one series, then in the proportions applicable to each series as designated by the Company) so set apart at the redemption price of such Bonds payable on a specified redemption date or dates; and the Company shall thereupon cause the required notice of redemption of the Bonds so selected to be given for the redemption of such Bonds, and, on and after the redemption date, the Trustee shall apply or cause to be applied the moneys so set aside to the redemption of such Bonds in accordance with the provisions relating thereto.

The Company covenants to pay on request of the Trustee the expenses of the Trustee in purchasing and redeeming Bonds, including the cost of advertisement of redemption notices and any other advertisements, any customary broker's commission upon such purchases, and any accrued interest and premium payable with respect to any such Bonds purchased or redeemed.

All Bonds secured by this Indenture so purchased or redeemed, together with the appurtenant coupons, shall be cancelled by the Trustee, and the coupon Bonds and coupons shall be cremated by the Trustee and certificates of cremation delivered by the Trustee to the Company and the cancelled registered Bonds shall be returned by the Trustee to the Bond registrar. No Bonds shall be issued in lieu of Bonds so purchased or redeemed.

Section 7.10. Any property or rights received by the Company in exchange or substitution for any property or rights released from the lien of this Indenture or which are made the basis of the withdrawal of deposited moneys shall be and become subject to the lien of this Indenture as fully as if specifically mortgaged hereby, but, if requested by the Trustee, the Company will convey the same to the Trustee, or declare the Trustee's interest therein, by appropriate deeds, assignments or declarations upon the trusts and for the purposes of this Indenture, and the Company shall furnish to the Trustee the written opinion of its counsel to the effect that such deeds, assignments or declarations are sufficient for that purpose, or in lieu of such instruments, the Company shall furnish a written opinion of such counsel that no such deeds, assignments or declarations are necessary for such purpose.

Section 7.11. The purchaser of any property released shall not be required to see to the application of the purchase money.

Section 7.12. In case the trust estate shall be in possession of a receiver or a Trustee in bankruptcy or a trustee in reorganization proceedings, the powers conferred by this Article upon the Company may be exercised by such receiver or trustee, with the approval of the Trustee, and if the Trustee shall be in possession of the trust estate under any provision of this Indenture, then all the powers by this Article conferred upon the Company may be exercised by the Trustee in its discretion. In case of the exercise of said powers by a receiver or trustee, such receiver or trustee shall deliver to the Trustee, in lieu of the resolutions, certificates and opinion by this Article required to be delivered to the Trustee by the Company, appropriate orders of court, certificates of such receiver or Trustee and opinion of counsel of such receiver or trustee.

Section 7.13. Anything in this Article to the contrary notwithstanding, the

Trustee may, but shall not be required to, release from the lien of this Indenture any property subject to the lien hereof or pay out or apply deposited cash as in and by this Article provided for, notwithstanding that at the time such release or such payment or application is requested, any of the events of default enumerated in Section 8.02 of this Indenture shall have happened and be continuing to the knowledge of the Trustee, but the provisions of this Section are not intended to limit or affect the provisions of Section 7.12 hereof.

Section 7.14. Unless, to the knowledge of the Trustee, one or more of the events of default, as defined in Section 8.02 hereof, shall have happened and be continuing, in order to permit the Company to refinance or refund any obligations outstanding under any equipment agreement the Trustee shall execute an instrument subordinating to a new equipment agreement the lien of this Indenture on all such equipment then subject to the lien hereof as the Company shall describe in the certified resolution hereinafter in this Section 7.14 provided for; provided, however, that (1) the aggregate principal amount of the Company's obligation outstanding at the time under equipment agreements (exclusive of obligations then issued in respect of the acquisition of additional equipment) shall not be increased by such refinancing or refunding, (2) the Company shall deliver to the Trustee a certified resolution of the Company's Board of Directors requesting such subordination and stating that such subordination is requested for the sole purpose of permitting the Company to refinance or refund obligations outstanding under a specified equipment agreement, together with a certificate signed by the President or any Vice President of the Company stating that the aggregate principal amount of the Company's obligations outstanding at the time under equipment agreements (exclusive of obligations then being issued in respect of the acquisition of additional equipment) will not be increased by such refinancing or refunding, that such refinancing or refunding has been or is to be made upon terms which will effect a saving or advantage to the Company, and that no obligation is to be created in connection with such refinancing or refunding which will have a maturity date more than fifteen years from the date of the creation of the equipment obligation to be refinanced or refunded, and (3) no obligation shall be created in connection with such refinancing or refunding which has a maturity date more than fifteen years from the date of the creation of the equipment obligation to be refinanced or refunded.

Unless, to the knowledge of the Trustee, one or more of the events of default, as defined in Section 8.02 hereof, shall have happened and be continuing, if under the provisions of any equipment agreement or under the provisions of the First Mortgage, the Company shall be required to convey equipment to replace equipment thereunder which has been destroyed, retired or otherwise disposed of, the Company may convey equipment which is subject to the lien of this Indenture. Whenever requesting subordination of the lien of this Indenture on any equipment so conveyed, the Company shall deliver to the Trustee a certified resolution of the Company's Board of Directors requesting the subordination of the lien of this Indenture on such equipment to such equipment agreement, or to the First Mortgage, as the case may be, together with a certificate signed by the President or any Vice President of the Company that the Company is required by the provisions of a specified equipment agreement or the First Mortgage to convey equipment to replace specified equipment thereunder which has been destroyed, retired or otherwise disposed of and that the Company has no equipment not subject to the lien of this Indenture which can be so conveyed; and upon receipt of such certified resolution and certificate the Trustee shall execute an appropriate instrument of subordination.

ARTICLE EIGHT.

Remedies of Trustee and Bondholders

Section 8.01. The Company will not, directly or indirectly, extend or assent to the extension of the time for payment of any coupon or claim for interest on any of the Bonds

hereby secured, and it will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or refunding said coupons or claims for interest or in any other manner. If the time for payment of any such coupon or claim for interest shall be so extended, such coupon or claim for interest shall not be entitled, in case of default hereunder, to the benefit of the security of this Indenture, except subject to the prior payment in full of the principal of all Bonds hereby secured and all coupons and interest on such Bonds the payment of which shall not have been extended; provided, however, that the foregoing provisions of this Section shall not be applicable to any coupon or claim for interest the time for the payment of which shall have been extended, if such extension be pursuant to a plan proposed by the Company to all holders of any one or more series of Bonds secured hereby.

Section 8.02. If one or more of the following events, herein called events of default, shall happen, that is to say:

(a) If default shall be made in the payment of any installment of interest on any of the Bonds hereby secured or upon the First Mortgage bonds or upon any other obligation pledged hereunder secured by a lien prior to the lien of this Indenture when and as the same shall become payable, as therein expressed, and such default shall continue for sixty days; or

(b) If default shall be made in the payment of the principal of or premium, if any, on any of the Bonds hereby secured or upon the First Mortgage bonds or any other obligation secured by a lien prior to the lien of this Indenture when the same shall become payable, whether at the maturity of said Bonds as therein expressed, or by the redemption, declaration or otherwise; or

(c) If default shall be made in the payment of any installment of any sinking fund provided for herein or in any indenture supplemental hereto when and as the same shall become due and payable in accordance with the provisions of this Indenture or any indenture supplemental hereto, and such default shall continue for sixty days (or for such time as may be specified in any supplemental indenture establishing such sinking fund); or

(d) If default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Company, its successors or assigns, in the Bonds or in this Indenture or any indenture supplemental hereto contained, and such default shall continue for ninety days (or in case of any default provided by a supplemental indenture for such time as may be specified therein) after written notice specifying such default shall have been given to the Company by the Trustee, which notice may be given by the Trustee in its discretion and shall be given on the written request of the holders of ten per cent. (10%) in principal amount of the Bonds at the time outstanding; or

(e) If, by decree of a court of competent jurisdiction, the Company shall be adjudicated a bankrupt, or an order shall be made approving a petition or an answer seeking reorganization of the Company under the Federal bankruptcy laws, or of any State, or, by order of such Court, a trustee in bankruptcy or reorganization or a receiver shall be appointed of all or substantially all of the property of the Company, and any such decree or order shall have continued undischarged or unstayed on appeal or otherwise and in effect for a period of sixty days; or

(f) If the Company shall file a petition in bankruptcy, or shall consent to the appointment of a receiver of all or any part of its property, or shall file a petition seeking reorganization under the Federal bankruptcy laws or other similar State law, or shall file an answer admitting the material allegations of such a petition, or shall file a petition to take advantage of any debtor's act other than a petition filed under Section 20b of the

Interstate Commerce Act which does not affect the Bonds or this Indenture; then and in each and every such case, the Trustee personally or by its agents or attorneys, may enter into and upon all or any part of the mortgaged property, and each and every part thereof, and may exclude the Company, its agents and servants, wholly therefrom, and having and holding the same may use, operate, manage, and control said premises, and conduct the business thereof, either personally or by its agents, receivers or trustees, in such manner as the Trustee may deem to be to the best advantage of the holders of the Bonds; and upon every such entry the Trustee, at the expense of the trust estate, from time to time, either by acquisition, repairs or construction, may maintain and restore, and insure and keep insured, the property and structures erected or provided for use in connection with said premises, in the same manner and to the same extent as is usual with railroad companies, and likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements, and useful alterations, additions, betterments and improvements thereto and thereon, and purchase or otherwise secure the use of additional engines, rolling stock, tools, machinery and other property for use thereon, as to such Trustee may seem judicious; and, in such case, the Trustee shall have the right to manage the trust estate and to carry on the business and exercise all rights and powers of the Company, either in the name of the Company or otherwise, as the Trustee shall deem best; and shall be entitled to collect and to receive all rates, fares, tolls, earnings, incomes, rents, issues and profits of the same and every part thereof, including the income from stock, bonds or other obligations which may hereafter become subject to this Indenture; and after deducting the expenses of operating said railways and other premises, and of conducting the business thereof, and the cost of all repairs, maintenance, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or other proper charges upon the said premises and property, or any part thereof, as well as just and reasonable compensation for its services, and for all attorneys, counsel, agents, clerks, servants and other employees by the Trustee properly engaged and employed, the Trustee shall apply the moneys arising as aforesaid as follows:

(i) If the principal of none of the Bonds shall have become due and be unpaid, first, to the payment of the interest in default, in the order of the maturity of the installments of such interest, with interest to the extent permitted by law on such overdue installments of interest at the rate of six per cent. (6%) per annum, such payments to be made ratably to the persons entitled thereto, without discrimination or preference subject to the provisions of Section 8.01 hereof, and second, to the payment of any sinking fund installment due and unpaid;

(ii) If the principal of any of the bonds shall have become due, by declaration or otherwise, and shall be unpaid, first, to the payment of any interest in default on the Bonds, in the order of the maturity of the installments of such interest, with interest to the extent permitted by law on such overdue installments of interest at the rate of six per cent. (6%) per annum, and, second (subject to the provisions of Section 8.03), to the payment of the principal of all Bonds hereby secured, with interest on such overdue principal at the rate of six per cent. (6%) per annum, from the date such principal became due and payable; in every instance such payments to be made ratably to the persons entitled to such payment, without any discrimination or preference subject to the provisions of Section 8.01.

Section 8.03. In case one or more of the events of default described in Section 8.02 shall happen, then, during the continuance of such default, the Trustee may, and upon the written request of the holders of twenty-five per cent. (25%) in principal amount of the bonds then outstanding, the Trustee shall, by notice in writing delivered to the Company, declare the principal of all Bonds then outstanding to be due and payable immediately and upon any such

declaration the same shall become and be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition, that, if at any time after the principal of the Bonds shall have been so declared due and payable, and before any sale of the mortgaged property shall have been made, all arrears of interest upon all the Bonds, and the expenses of the Trustee, its agents and attorneys, shall either be paid by the Company, or be collected out of the trust estate before any sale of the trust estate shall have been made, and all other defaults made good to the satisfaction of the Trustee, then and in every such case the holders of a majority in principal amount of the Bonds then outstanding, by written notice to the Company and to the Trustee, may waive such default or defaults and its or their consequences and annul such declaration of the maturity of the principal of the Bonds; but no such waiver shall extend to or affect any subsequent default, or impair any right consequent thereon.

In case the Trustee shall have proceeded to enforce any right under this Indenture, by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee shall be restored to their former positions and rights hereunder in respect of the trust estate and all rights, remedies and powers of the Trustee and of the Company shall continue as though no such proceedings had been taken.

Section 8.04. If one or more of the events of default described in Section 8.02 hereof shall happen, and shall be continuing, the Trustee, with or without entry, personally or by attorney, in its discretion may

(a) Sell to the highest bidder, all and singular the trust estate, property and premises, rights, franchises and interests and appurtenances, and other real and personal property of every kind covered by this Indenture, and all right, title and interest, claim and demand therein, and the right of redemption thereof, in one lot and as an entirety, unless a sale in parcels shall be required under the provisions of Section 8.06 hereof, in which case such sale may be made in parcels as in said Section provided; which sale or sales shall be made at public auction at such place in the City of Baltimore, in the State of Maryland, or at such other place or places, and at such time and upon such terms, as the Trustee may fix and briefly specify in the notice of sale to be given as hereinafter in Section 8.07 provided; or

(b) Proceed to protect and enforce the rights of the Trustee and the rights of the holders of the Bonds, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or duties hereunder.

Upon the written request of the holders of twenty-five per cent. (25%) in principal amount of the Bonds then outstanding, if one or more of the events of default described in section 8.02 hereof shall happen and shall be continuing, it shall be the duty of the Trustee upon being indemnified as hereinafter provided, to take all needful steps for the protection and enforcement of its rights and the rights of the holders of the Bonds, and to exercise the powers of entry or sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise, as the Trustee, being advised by counsel, shall deem most expedient in the interest of the holders of the Bonds.

Section 8.05. Anything in this Indenture contained to the contrary notwithstanding, the holders of a majority in principal amount of the Bonds then outstanding, from time to

time, shall have the right to direct and to control the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed, mortgaged and pledged, provided, however, that the Trustee shall not be bound to follow such directions if in its opinion such action would be prejudicial to any other bondholders.

Section 8.06. In the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure, and sale, the whole of the trust estate shall be sold in one parcel, and as an entirety, unless otherwise required by law or unless such sale as an entirety is impracticable by reason of some statute or other cause or unless the holders of a majority in principal amount of the Bonds hereby secured then outstanding shall in writing request the Trustee to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request, but if not so specified, as the Trustee in its discretion shall deem most expedient in the interest of the bondholders. This provision shall bind the parties hereto and each and every of the holders of the Bonds and coupons.

Section 8.07. Notice of any such sale pursuant to any provision of this Indenture shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four successive calendar weeks prior to such sale in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and in such other manner as may be required by law.

Section 8.08. The Trustee from time to time may adjourn any sale to be made under the provisions of this Indenture, by announcement at the time and place appointed for such sale, or for such adjourned sale or sales; and without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

Section 8.09. Upon the completion of any sale or sales under this Indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient bill or bills of sale and deed or deeds of conveyance of the property and franchises sold. The Trustee and its successors are hereby appointed the true and lawful attorneys of the Company, in its name and stead to make all necessary deeds, bills of sale and conveyances of property thus sold; and for that purpose they may execute all necessary deeds and instruments of assignment and transfer and may substitute one or more persons with like power, the Company hereby authorizing and confirming all that its said attorneys shall lawfully do by virtue hereof. Nevertheless, the Company, if so requested by the Trustee, shall join in executing all necessary deeds of conveyance and instruments of assignment and transfer.

Any such sale or sales made under, or by virtue of, this Indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company, of, in and to the premises and property sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming the premises and property sold, or any part thereof, from, through or under the Company, its successors or assigns.

The personal property and chattels conveyed, or intended to be conveyed, by or pursuant to this Indenture, shall be real estate for all the purposes of this Indenture, and shall be held and taken to be fixtures and appurtenances of the said railroads and parts thereof, and are to be sold therewith and not separate therefrom, except as herein otherwise provided.

Section 8.10. The receipt of the Trustee or other person authorized to receive the

same for the purchase money paid at any such sale shall be a sufficient discharge to any purchaser of the property, or any part thereof, sold as aforesaid, and no such purchaser, or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of such purchase money or any part thereof, upon or for any trust or purpose of this Indenture, or in any manner whatsoever, be answerable for any loss, misapplication or non-application of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

Section 8.11. In case of such sale of the mortgaged property substantially as a whole, whether under the power of sale hereby granted, or pursuant to judicial proceedings, the principal of all Bonds hereby secured, if not previously due, immediately thereupon shall become and be due and payable, anything in said Bonds or in this Indenture contained to the contrary notwithstanding.

Section 8.12. The purchase money, proceeds and avails of any such sale hereunder, whether under the power of sale herein granted, or pursuant to judicial proceedings, together with any other sums which then may be held by the Trustee under any of the provisions of this Indenture, as part of the trust estate or of the proceeds thereof, shall be applied as follows:

First. To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee in managing and maintaining the property hereby conveyed, and to the payment of all taxes, assessments or liens prior to the lien of these presents, except any taxes, assessments or other charges subject to which such sale shall have been made.

Second. To the payment of the whole amount then due and unpaid upon the Bonds hereby secured either for principal or installments of interest, or for both, with interest to the extent permitted by law at the rate of six per cent. (6%) per annum on overdue principal and on overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid for principal and for installments of interest, with interest to the extent permitted by law at the rate of six per cent. (6%) per annum on overdue principal and on overdue installments of interest, then to the payment of such principal and unpaid interest ratably, according to the aggregate of such principal and the accrued and unpaid interest, without preference or priority of any Bond over any other Bond, or of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, subject, however, to the provisions of Section 8.01 hereof.

Third. To the payment of the surplus, if any, to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Section 8.13. In case of any sale, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, any purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to use and apply any Bonds and any matured and unpaid coupons and interest obligations hereby secured, except as otherwise in Section 8.01 hereof provided, by presenting such Bonds and coupons in order that there may be credited as paid thereon, the sums payable out of the net proceeds of such sale to the holder of such Bonds and coupons, as his ratable share of such net proceeds, after the deduction of costs, expenses, compensation and other charges; and such purchaser shall be credited on account of the purchase price payable by him, with the sums

payable out of such net proceeds, as shall be applicable to the payment of and that shall have been credited upon the Bonds and coupons so presented; and, at any such sale, any bondholder may bid for, and purchase, such property, and may make payment therefor as aforesaid, and upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor.

Section 8:14. The Company covenants that (1) if default shall be made in the payment of any interest on any bond, and such default shall have continued for sixty days, or (2) if default shall be made in the payment of the principal of any of such Bonds when the same shall become payable, whether at the maturity of said Bonds, as therein expressed, or by redemption, declaration or otherwise as in this Indenture provided, or by a sale of the trust estate as hereinbefore provided, then upon demand of the Trustee the Company will pay to the Trustee for the benefit of the holders of the Bonds and coupons, the whole amount then due and payable on such Bonds and coupons, for principal, for premium, if any, or for interest, as the case may be, together with interest, to the extent permitted by law, on overdue installments of interest and on overdue principal at the rate of six per cent. (6%) per annum from the date such installments of interest and such principal become due and payable; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as the trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid, either before, or after, or during the pendency of, any proceedings for the enforcement of the lien of this Indenture upon the trust estate, and the right of the Trustee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy, for the enforcement of the provisions of this Indenture or the foreclosure of the lien thereof; and in case of a sale of the trust estate and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon any and all of the Bonds, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the mortgage debt remaining unpaid, with interest. No recovery of any such judgment by the Trustee, and no levy of any execution by virtue of any such judgment upon property subject to the lien of this Indenture or upon any other property, shall in any manner, or to any extent, affect the lien of this Indenture or of the Trustee upon the trust estate or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the Bonds hereby secured; but such lien, rights, powers and remedies shall continue unimpaired as before.

Any moneys collected by the Trustee under this Section 8:14 shall be applied by the Trustee, first to the payment of the costs and expenses of the proceedings resulting in the collection of such moneys, and of the expenses paid or incurred by the Trustee acting herein in theretofore managing and maintaining the trust estate, and then to the payment of the amounts then due and unpaid upon the Bonds for principal and interest, respectively, without any preference or priority of any kind, subject to the provisions of Section 8:01 hereof, and ratably according to the amounts due and payable upon such Bonds for principal and installments of interest, respectively, at the date fixed by the Trustee for the distribution of such moneys upon presentation of the several Bonds and coupons and noting such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company under the Federal bankruptcy laws as now or hereafter in effect or any other

applicable law, except proceedings under Section 20b of the Interstate Commerce Act which do not affect the Bonds or this Indenture, or in connection with the insolvency of the Company, or in case a receiver or trustee shall have been appointed for its property, the Trustee may, irrespective of whether the principal of all of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 8:14, file such proof of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the bondholders allowed in any judicial proceedings relative to the Company or its creditors, or its property, and shall be entitled and empowered to file and prove a claim for the whole amount of principal and interest owing and unpaid in respect of the Bonds, and to collect and receive any moneys or other property payable or deliverable on any such claim, and to distribute the same after the deduction of its charges and expenses; and any receiver, assignee or trustee in bankruptcy, trustee in reorganization or trustee or debtor in any proceedings for the adoption of an arrangement is hereby authorized by each of the bondholders to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the bondholders, to pay to the Trustee any amount due it for compensation and expenses, including counsel fees incurred by it up to the date of such distribution; provided, however, that in no case shall the Trustee, unless expressly authorized so to do by and on behalf of the holder of a Bond or a coupon, have any right to accept or consent to any plan of reorganization, or by other action of any character in any such proceeding, to waive or change in any way any right of any holder of any Bond or coupon even though it may otherwise be entitled so to do under any present or future law, all such power or authorization being hereby expressly denied.

Section 8:15. The Company will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of any stay or extension law now or at any time hereafter in force, in any locality where the trust estate, or any part thereof, may or shall be situated, nor will it claim, take, or insist on, any benefit or advantage from any law now or hereafter in force, providing for the valuation, or appraisement, of the Trust estate, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction, nor after any such sale or sales will it claim or exercise any right under any statute enacted by any State or the United States to redeem the property so sold or any part thereof; and it hereby expressly waives all benefit and advantage of any such law or laws; and it covenants that it will not hinder, delay, or impede the execution of any power herein granted or delegated to the Trustee, but that it will suffer and permit the execution of every such power, as though no such law or laws had been made or enacted.

Section 8:15. If the Company shall make default in any of the respects mentioned in Section 8:02, and (1) at any time during the continuance of such default there shall be any existing judgment against the Company unsatisfied and unsecured by bond on appeal; or (2) in any judicial proceeding referred to in paragraph (e) or (f) of Section 8:02 hereof any court of competent jurisdiction shall have taken under its control, whether through a receiver, trustee or otherwise the property of the Company, or a judgment or order be entered for the sequestration of its property; or (3) in case of default in payment of interest on any of the Bonds the Company shall admit to the trustee its inability to make good such default within the period of grace specified in subdivision (a) of Section 8:02 hereof; the Trustee, without waiting the period of grace, if any, in said Section specified in respect of such default, shall thereupon be entitled forthwith to exercise the right of entry herein conferred, and also any and all other rights and powers herein conferred and provided to be exercised by

the Trustee upon the occurrence and continuance of default as hereinbefore provided, and as a matter of right the Trustee shall thereupon be entitled (a) to the appointment of a receiver of the trust estate, and of the earnings, income, revenue, rents, issues and profits thereof, with such powers as the court making such appointments shall confer, (b) to the entry of an order directing that the rents, issues, tolls, profits and other income of the premises and property described in or covered by the lien hereof be segregated, sequestered and impounded from and after the date of the institution of any special proceedings of the nature referred to in paragraphs (e) and (f) of Section 8.02 hereof, for the benefit of the Trustee and the bondholders.

The Company hereby irrevocably consents to the appointment of such receiver or the entry of such order, as the case may be.

Section 8.17. With the consent of the Trustee, at any time before full payment of the Bonds, and whenever the Company shall deem it expedient for the better protection and security of such Bonds, although there be then no default entitling the Trustee to exercise the rights and powers conferred by Section 8.02 hereof, the Company may surrender and deliver to the Trustee full possession of the whole or any part of the trust estate then being in the possession of the Company, for any period fixed or indefinite. Upon such surrender and delivery to the Trustee, the Trustee may enter into and upon the property and premises so surrendered and delivered, and may take and receive possession thereof, for such period fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and to maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of said property and premises, or of any part thereof, the Trustee entering upon such possession, from the time of entry, may work, maintain, use, manage, control and employ the same in accordance with the provisions of this Indenture and may receive and apply the income and revenues thereof as provided in Section 8.02 hereof. Upon application of the Trustee, and with the consent of the Company, if then there be no event of default as specified in Section 8.02 hereof, and without such consent, if there shall then be such event of default, a receiver may be appointed to take possession of, and to operate, maintain and manage, the whole or any part of the property subject to this Indenture, and the Company shall transfer and deliver to such receiver all such property, wheresoever the same may be situated; and in every case, when a receiver of the whole or any part of said property shall be appointed under this Section 8.17, or otherwise, the net income and profits of such property shall be paid over to, and shall be received by, the Trustee for the benefit of the holders of the Bonds ratably and without preference or priority of any kind.

Section 8.18. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture, or for the execution of any trust thereof, or for relief of the character referred to in paragraphs (e) and (f) of Section 8.02 hereof, including the appointment of a receiver or trustee, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of such default and of the continuance thereof, as hereinbefore provided, and unless, also, the holders of twenty-five per cent. (25%) in principal amount of the Bonds then outstanding shall have made written request upon the Trustee and shall have offered it reasonable opportunity, either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; nor unless, also, they shall have offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, nor unless the Trustee shall have refused or neglected to act upon such notification, request and offer of indemnity; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be

conditions precedent to the execution of the powers and trusts of this Indenture and to any action, or cause of action, for foreclosure or relief of the character referred to in paragraphs (e) and (f) of Section 8.02 hereof, including the appointment of a receiver or trustee, or for any other remedy hereunder; it being understood and intended that no one or more holders of Bonds and coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Indenture or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of the bonds and coupons.

All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof on the trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name; and any recovery of judgment shall be for the ratable benefit of the holders of said Bonds and Coupons.

Section 8.19. Except as herein expressly provided to the contrary no remedy herein conferred upon or reserved to the Trustee, or to the holders of Bonds, is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or not or hereafter existing at law or in equity or by statute.

Section 8.20. No delay or omission of the Trustee or of any holder of Bonds or Coupons hereby secured, to exercise any right or power accruing upon any default continuing as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article Eight to the Trustee or to the bondholders, may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the bondholders severally and respectively.

ARTICLE NINE

Bondholders' Acts, Holdings and Apparent Authority

Section 9.01. Any demand, request or other instrument required by this Indenture to be signed and executed by bondholders may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholder in person or by agent appointed in writing. Proof of the execution of any such demand, request or other instrument, or of a writing appointing any such agent, and of the ownership by any person of Bonds, transferable by delivery, shall be sufficient for any purpose of this Indenture, and may be received as conclusive by the Trustee if made in accordance with the provisions of this Article.

The fact and date of the execution of any such demand, request or other instrument or writing may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds that the person executing such document had acknowledged the act to such officer, or by an affidavit of a witness to such execution.

The fact of the holding by any person of Bonds transferable by delivery, and the amounts and distinctive numbers and series of such bonds, and the date of such holding (which holding the Trustee may deem to continue until the Trustee shall have received notice in writing to the contrary) may be proved by a certificate executed by any trust company, bank, banker, trust company or depository, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, setting forth that on the date therein mentioned such person had on deposit with or exhibited to such corporation the Bonds described in such certificate; or such facts may be proved by the certificate or affidavit of such person, if such

proof shall be satisfactory to the Trustee.

The fact and date and execution of any demand, request or other instrument, and the amount and numbers and series of Bonds held by the person by or for whom such request or other instrument is executed may also be proved in any other manner which the Trustee may deem sufficient.

The ownership of registered bonds shall be proved by the registry books of such Bonds, or by a certificate of the registrar thereof.

Any request, consent or vote of the holder or registered owner, as the case may be, of any Bond, unless revoked prior to any action by the Trustee in pursuance thereof, shall bind all future holders of the same Bond, and of Bonds issued in exchange thereof or in place thereof, in respect of anything done, omitted or suffered by the Trustee in pursuance of such request, consent or vote.

ARTICLE TEN.

Bondholders' Meetings.

Section 10.01. The Trustee may at any time call a meeting of the bondholders to be affected by the business to be submitted to the meeting and shall from time to time call a meeting of such bondholders on the written request of the Company, made pursuant to a resolution of the Board of Directors of the Company, or on the written request signed by bondholders representing at least one-tenth of the principal amount of the Bonds to be affected by the business to be submitted to the meeting outstanding at the time of the request, provided that it shall be furnished at the time of any such request with an amount sufficient to defray the cost of publishing notice of such meeting in accordance with the provisions of Section 10.02 hereof. Every such written request shall set forth the purposes of such meeting in reasonable detail. In the event of the failure of the Trustee for twenty days to call a meeting after being thereunto requested as above set forth, the Company pursuant to a resolution of the Board of Directors of the Company, or the holders of outstanding Bonds to the amount above specified, may call the meeting. In determining the percentage of the principal amount of the affected Bonds outstanding (or of affected Bonds of a particular series outstanding) entitling the holders thereof to take any action under this Article, Bonds issued pursuant to Section 2.07 hereof shall be included but Bonds provision for redemption of which has been made pursuant to Section 3.03 hereof and Bonds owned or held by or for the account of the Company or any corporation, company or person directly or indirectly controlling, or controlled by, or under direct or indirect common control with, the Company shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such action, only Bonds which the Trustee knows are so owned or held shall be disregarded. Bonds so owned which have been pledged shall be regarded as outstanding if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee does not directly or indirectly control, and is not controlled by or under direct or indirect common control with, the Company. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Every such meeting of bondholders shall be held in the Borough of Manhattan, City and State of New York.

Section 10.02. Notice of every meeting of bondholders, setting forth the purpose of such meeting in reasonable detail, shall be given by publishing the same at least once each week for four successive calendar weeks in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, the first publication to be not less than thirty and not

more than sixty days prior to the date fixed for the meeting. A copy of such notice shall also be sent by mail within said period to the holders of affected registered Bonds without coupons and to the holders of affected coupon Bonds registered as to principal at their last addresses appearing upon the Bond register. The place, date and hour of holding such meeting and the dates of publishing such notice shall be determined by the Trustee in its discretion.

Section 10.03. The Trustee may (for the purpose of enabling the bondholders to be present and vote at any meeting without producing their Bonds, and of enabling them to be present and vote at any such meeting by proxy) make, and may from time to time vary, such regulations as it shall think fit for the deposit of unregistered Bonds with or the exhibition thereof to any bank, banker or trust Company or Corporation, firm or person, approved by the Trustee, and for the issue to the persons so depositing or exhibiting the same of certificates by such bank, banker, trust company or corporation, firm or person entitling the persons depositing or exhibiting the same to be present and vote or to appoint proxies to represent them and vote for them at any such meeting and at any adjournment thereof in the same way as if the persons so present and voting either personally or by proxy were the actual bearers of the Bonds in respect of which such certificates shall have been issued notwithstanding any transfer of such Bonds subsequent to the issuance of such certificates, and any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Each such certificate shall state the date on which the Bond or Bonds in respect of which it is issued was or were so deposited or exhibited and the series and serial numbers thereof. Any such certificate which does not require such Bond or Bonds to be deposited and remain on deposit until after the meeting or until surrender of such certificate shall entitle the holder thereof to vote at any meeting only if such Bond or Bonds (or another coupon Bond or Bonds issued in exchange therefor) are not produced at the meeting and at the time of the meeting shall not have been registered as to principal or surrendered in exchange for a registered Bond without coupons. As between two such certificates issued in respect of the same Bond the certificate bearing the later date shall prevail.

If any such meeting shall have been called by bondholders or by the Company as aforesaid, upon failure of the Trustee to call the same after having been so requested to do under the provisions of Section 10.01 hereof, regulations to like effect for such deposit of Bonds with, or exhibition thereof to, and issue of certificates by, any bank, banker, trust company or corporation organized under the laws of the United States of America, or any State thereof, having a capital of not less than \$50,000, shall be similarly binding and effective for all purposes hereof, if adopted or approved by the bondholders calling such meeting or by the Board of Directors of the Company, if such meeting shall have been called by the Company, provided that in either such case copies of such regulations shall be filed with the Trustee.

Owners of fully registered Bonds and coupon Bonds registered as to principal to be affected by the business to be submitted to the meeting may, by proxy duly constituted in writing, appoint any person to vote at any meeting for them. Each such writing shall state the aggregate principal amount of Bonds regarding which the person authorized thereby is entitled to vote. The only persons who shall be recognized at any meeting as entitled to vote in respect of Bonds outstanding hereunder or to be present at the meeting shall be (a) the persons who produce either certificates issued pursuant to regulations made as hereinabove provided (unless the Bonds represented by such certificates shall themselves be produced at the meeting) or unregistered Bonds, and (b) the registered holders of Bonds (whether the same be fully registered or registered only as to principal) or (c) the proxies of any of the foregoing appointed as herein or in such regulations provided.

Section 10.04. A quorum at any such meeting shall be persons holding or representing by proxy at least a majority of the aggregate principal amount of Bonds then outstanding to be affected by the business to be submitted to the meeting; but less than a quorum may adjourn the meeting from time to time and the meeting may be held as adjourned without further notice, whether such adjournment shall have been had by a quorum or by less than a quorum. The meeting shall be organized by the election of a permanent chairman and a secretary. At any meeting, each bondholder or proxy shall be entitled to one vote for every \$1,000 principal amount of Bonds upon which he shall be entitled to vote, as aforesaid. The chairman of the meeting shall have no right to vote other than by virtue of Bonds or proxies held by him.

Section 10.05. Any representative of the Trustee, and its counsel, and any representative of the Company, and its counsel, may attend and speak at any such meeting.

Section 10.06. A meeting of the bondholders shall have the power, by resolution affirmatively voted for by 66-2/3% of the principal amount of the Bonds then outstanding to be affected by the business to be submitted to the meeting, to authorize the Trustee to join with the Company in making any modification in or addition to any provision of this Indenture or any supplement hereto or, except as hereinafter provided, any modification of the rights and obligations of the Company or the rights of the holders of the affected Bonds of all or any series and appurtenant coupons under this Indenture or any supplement hereto, including the creation by the Company of a mortgage or other lien in the nature of a mortgage ranking prior to, or on a parity with the lien of this Indenture, or to release from the lien of this indenture any property subject thereto, with or without compliance with the provisions of Article Seven hereof, provided that no modification of or addition to the provisions of this Indenture or any supplement hereto shall be effective until approved by resolution of the Board of Directors of the Company, and provided further that no modification of or addition to the provisions of this Indenture or any supplement hereto which, in the opinion of the Trustee, shall affect the rights, duties or immunities of the Trustee under this Indenture or any supplement hereto may be made without its written consent.

The bondholders, however, shall have no power (i) to extend the maturity of any Bond or reduce the rate or extend the time of payment of interest thereon or otherwise modify the terms of payment of the principal thereof (other than a modification of the provisions of any sinking fund established in respect of any affected Bonds issued under the Indenture), or interest thereon, except with the consent of the holder of such Bond; or (ii) except with the consent of all the holders of outstanding Bonds, effect a reduction of the percentage required by this Section for any action authorized to be taken by the holders of Bonds.

In case more than one series of Bonds shall be outstanding under this Indenture and any business to be submitted to such meeting shall affect the rights of the holders of the Bonds of one or more series and shall not affect the rights of the holders of the Bonds or one or more of the other series, then the holders of the Bonds of the one or more series whose rights are not affected shall not be entitled to notice of, or to attend or vote at, any such meeting or to be counted for the purpose of a quorum. In case the rights appertaining to a particular series are to be affected in a different manner and to a greater extent than the rights of the holders of the Bonds of any other series, the affirmative vote of 66-2/3% of the principal amount of the Bonds of such particular series shall be required. In case the business to be submitted to such meeting shall affect the holders of all bonds then outstanding hereunder or shall involve the modification of any terms or provisions of this Indenture, or of any supplement hereto, applicable to the Bonds of all series then outstanding, the affirmative vote of 66-2/3% of the principal amount of the Bonds of all series then outstanding shall be required to effect such modification, but such vote need not include 66-2/3% of the principal amount of each series.

Any modification of the provisions of any sinking fund established in respect of a particular series shall be deemed to affect only the Bonds of that series. The determination of the Trustee as to which series of Bonds are to be affected shall be conclusive. The Trustee shall not incur any liability to any one for any such determination made in good faith.

Section 10.07. Any such resolution so passed at a meeting of the bondholders duly convened and held shall be effective to bind all bondholders, whether or not voting in person or by proxy at such meeting, and all Bonds issued under this Indenture are to be owned and held on the condition, as part of the consideration for the issuance thereof, that any resolution so adopted at a meeting of the bondholders shall be final and conclusive upon all holders of Bonds and upon their successors and assigns.

Section 10.08. The vote upon any resolution shall be by ballot and the chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of the bondholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was published as provided in Section 10.02 hereof. The Record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee. Any record so signed and verified shall be proof of the matters therein stated until the contrary is proved, and if the record shall also be signed and verified by the affidavit of a duly authorized representative of the Trustee, the meeting shall be deemed conclusively to have been duly convened and held, and any resolution or proceeding stated in the record to have been adopted or taken shall be deemed conclusively to have been duly adopted or taken at the meeting.

Section 10.09. Bonds authenticated and delivered after the date of any bondholders' meeting may bear a notation in form approved by the Trustee as to any action taken at meetings of bondholders theretofore held, and if any such notation be approved by the Trustee, then upon the demand of the holder of any Bond outstanding at the date of any bondholders' meeting and presentation of his Bond for the purpose, the Company shall cause suitable notation to be made on the Bond by endorsement or otherwise as to any action taken at any meeting of bondholders theretofore held. If the Company or the Trustee shall so determine, new Bonds so modified as to confirm, in the opinion of the Trustee and the Board of Directors of the Company, to any bondholders' resolution shall be prepared by the Company, authenticated by the Trustee and delivered without cost to the holders of Bonds of the same series upon surrender of such Bonds with all unmatured coupons and all matured coupons not fully paid in equal aggregate principal amounts. The Company or the Trustee may require such Bonds to be presented for notation or exchange as aforesaid if it shall see fit to do so. Indentures supplemental to this Indenture embodying any modification of or addition to the provisions of this Indenture or in the rights and obligations of the Company, or in the rights of the holders or registered owners of the Bonds and appurtenant coupons made at any bondholders' meeting and approved by resolution of the Board of Directors of the Company as aforesaid may be executed by the Trustee and the Company, and upon demand of the Trustee, or if so specified in any resolution adopted at any bondholders' meeting, shall be executed by the Company and the Trustee.

Section 10.10. Nothing in this Article shall be deemed to limit or restrict the provisions of Articles Eight or Eleven of this Indenture.

Section 10.10. Nothing in this Article shall provisions of Articles Eight or Eleven of this Indenture.

ARTICLE ELEVEN

Supplemental Indentures.

Section 11.01. The Company, when authorized by a resolution of its Board of Directors, and the Trustee, from time to time and at any time, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for one or more of the following purposes:

(a) To convey, transfer and assign to the Trustee and to subject to the lien of this Indenture, with the same force and effect as though included in the Granting Clauses hereof, additional property then owned by the Company, acquired by it through consolidation, merger, purchase or otherwise and to correct the description of any property hereby or hereafter conveyed, transferred or intended so to be.

(b) To evidence the succession of another corporation to the Company or successive successions and assumptions by a successor corporation of the covenants and obligations of the Company under this Indenture.

(c) To add to the covenants of the Company such further covenants as its Board of Directors and the Trustee shall consider to be for the protection of the Mortgaged property and of the holders of Bonds issued or issuable under this Indenture, and to make the occurrence and continuance of a default in any of such additional covenants an event of default permitting the enforcement of all or any of the several remedies provided in this Indenture as herein set forth, upon such terms as may be set forth in such supplemental indenture.

(d) To establish the terms, provisions and conditions of a particular series of bonds as determined by the Board of Directors of the Company and within the limitations herein expressed.

(e) To provide additional or other restrictions and limitations upon the issue of Bonds, or additional covenants and undertakings of the Company with respect thereto.

(f) To make any modifications herein or in the form of any Bonds or coupons which may be required by law.

(g) For any other purpose not inconsistent with the terms of this Indenture, or for the purpose of curing any ambiguity of or curing, correcting or supplementing any defective or inconsistent provision contained herein or in any supplemental indenture.

Section 11.02. The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained, not inconsistent with the terms of this Indenture and to accept the conveyance, transfer and assignment of any property thereunder. With every such supplemental indenture the Trustee shall be furnished by the Company with an opinion of counsel that such supplemental indenture is consistent with the provisions of this Indenture and the Trustee shall be fully protected in relying thereon.

ARTICLE TWELVE

Immunity of Stockholders, Officers and Directors.

No recourse under or upon any obligations, covenant or agreement contained in this indenture or in any indenture supplemental hereto or in any Bond or because of the creation of any indebtedness secured by this Indenture shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any successor corporation either directly or through the Company or any other person, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise, it being expressly agreed and understood that this Indenture and the obligations hereby secured are solely corporate obligations, and that any and all such personal liability and any and all such rights and claims against each and every incorporator, stockholder, officer or director of

the Company, past, present or future, arising under or by reason of the Bonds or this Indenture, whether arising at common law or in equity or created by statute or constitution, are hereby expressly waived and released as a condition of, and as a part of the consideration for, the execution of this Indenture and the issue of the Bonds.

ARTICLE THIRTEEN

Possession Until Default -- Defeasance Clause.

Section 13.01. Unless and until (1) a receiver or a trustee shall have entered into possession of the trust estate or part thereof; or (2) the Trustee shall have entered into possession of the trust estate or part thereof under the powers in this Indenture granted; or (3) some one of the events of default enumerated in Section 8.02 hereof shall have happened and be continuing, -- and such event of default shall have continued for the period, if any, therein specified in respect thereof, -- the Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all of the trust estate, except any stocks, bonds, obligations, cash and other property which may hereafter be specifically pledged or assigned hereunder with the Trustee, and to manage, operate and use the same and every part thereof with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, earnings, income, issues and profits thereof.

Section 13.02. If, (a) when all of the Bonds shall have become due and payable, the Company shall have paid or caused to be paid the whole amount of the principal and premium, if any, and interest due upon all the Bonds, or shall have deposited with the Trustee as trust funds, for the payment of any and all of the bonds and coupons, the entire amount then due thereon for principal and premium, if any, and interest, or shall deliver to the Trustee for cancellation all Bonds and coupons issued hereunder and not heretofore cancelled, or (b) prior to all the Bonds having become due and payable, the Company shall deposit with the Trustee as Trust funds an amount sufficient to pay or redeem all the Bonds and, in case the Bonds are to be redeemed, furnish proof satisfactory to the Trustee that the required notice of redemption of all Bonds has been given, or make arrangements satisfactory to the Trustee that such notice will be so given, -- and if in either of such events the Company also shall pay or shall cause to be paid all other sums payable hereunder by the Company, then and in either such case all property, rights and interests hereby covered, assigned or pledged shall revert to the Company, its successors or assigns, and the estate, right, title and interest of the Trustee shall thereupon cease and determine and become void; and the Trustee in either such case, on written demand of the Company, its successors or assigns, and at its cost or expense shall enter satisfaction of this Indenture upon the records, and shall assign and transfer or cause to be assigned and transferred, and shall deliver or cause to be delivered to the Company, its successors or assigns, all moneys (other than moneys deposited with the Trustee under this Section 13.02 or previously deposited for the payment of principal, premium, coupons or claims for interest) and all personal property then held by the Trustee hereunder; otherwise the same shall be continued and remain in full force and effect. Any moneys deposited with the Trustee under this Section shall be held by the Trustee as a trust deposit subject to the provisions of Section 16.01 hereof and applied by it to the payment of the Bonds issued hereunder and secured hereby, interest thereon and the coupons appertaining thereto in respect of which such moneys shall have been deposited. In no event shall the holders of such Bonds or coupons appertaining thereto be entitled to interest upon such money.

All Bonds, together with the appurtenant coupons, paid hereunder, shall be cancelled by the Trustee. The coupon Bonds and coupons shall be cremated by the Trustee and certificates of cremation delivered by the Trustee to the Company. The cancelled registered Bonds

shall be returned to the Bond registrar.

In connection with the satisfaction and discharge of this Indenture the Company may require that all moneys held by any paying agent of any series of Bonds shall be deposited with the Trustee, or upon the satisfaction and discharge of this Indenture the Company may require all such moneys to be repaid to it, and in either such case such paying agent shall be released from all further liability with respect to such moneys.

ARTICLE FOURTEEN

Consolidation, Merger, Conveyance and Lease.

Section 14.01. Nothing contained in this Indenture or in any Bond issued or to be issued hereunder shall prevent any consolidation or merger of the Company with or into any other corporation lawfully entitled to acquire and operate the trust estate, or any conveyance or lease of the trust estate as a whole or substantially as a whole to any other such corporation or the merger into the Company or the acquisition by the Company or lease to the Company of the property as a whole or substantially as a whole of any other such corporation or shall prevent successive similar consolidations, mergers, conveyances, acquisitions or leases to which the Company or any successor shall be a party; provided, however, that every such consolidation, merger, conveyance, acquisition or lease shall be upon such terms as shall fully preserve and in no respects impair the lien and security of this Indenture or any of the rights and powers of the Trustee or of the bondholders hereunder; and provided further, that any such lease to another corporation shall be made expressly subject to immediate termination by the Trustee at any time upon the happening of an event of default as defined in Section 8.02 hereof or upon any sale of the property so leased under the power of sale herein conferred or pursuant to judicial proceedings; and provided, further, that immediately upon any such consolidation, merger or conveyance, as a result of which or in connection with which there shall be a successor corporation, the due and punctual payment of the principal of and interest on all Bonds issued and to be issued hereunder according to their tenor and purport and the due and punctual performance and observance of all of the covenants, terms and conditions of this Indenture and of any and all indentures, supplemental hereto, to be kept, observed and performed by the Company, shall, by an indenture supplemental hereto, executed and delivered to the Trustee, be expressly assumed by the successor corporation formed by or resulting from any such merger or consolidation, or to which any such conveyance shall have been made.

Section 14.02. In the absence of an express grant by the successor corporation or by the Company, as the case may be, this Indenture shall not by reason of any such consolidation, merger, conveyance or acquisition or otherwise, constitute or become a lien upon, and the term "trust estate" as used herein shall not include or comprise, except to the extent otherwise provided in Granting Clause XIII of this Indenture:

(1) Any property or franchise, owned prior to such consolidation, merger, conveyance, lease or acquisition, by any corporation with or into which the Company or any successor corporation may be consolidated or merged or which may be merged into the Company or to which the Company or any successor corporation may make any such conveyance or the property of which may theretofore have been acquired by the Company or any successor corporation, and which prior to such consolidation merger, conveyance or acquisition was not subject to the lien of this Indenture; or

(2) Any property or franchise which may be purchased, constructed or otherwise acquired by the successor corporation or the Company after the date of any such consolidation, merger, conveyance or acquisition; excepting, only, the betterments, extensions, improvements, additions

repairs, renewals, replacements, substitutions, alterations, property and franchises, mentioned and referred to in Clauses (a) and (b) hereinafter contained in this Section, all of which, as and when purchased, constructed or otherwise acquired by such successor corporation, shall be and become subject to the lien and operation of this Indenture, notwithstanding any such consolidation, merger, conveyance or acquisition.

In order to confirm of record the lien of this Indenture and to preserve and protect the rights of the bondholders hereunder, the supplemental indenture or indentures provided for in Section 14.01 hereof, if it does not contain an express grant by the successor corporation as further security for all Bonds issued and to be issued hereunder, of all its property and franchises then owned and which it may thereafter acquire, shall contain:

(a) A grant by such successor corporation confirming the prior lien of this Indenture upon the trust estate and subjecting to the lien and operation hereof as a first lien, or as a lien subject to liens affecting the property and franchises of the Company prior to such consolidation, merger or conveyance: (1) all property acquired either in exchange for property released from the lien hereof or the acquisition or construction of which has been or shall be made the basis of the withdrawal of cash or the authentication and delivery of Bonds hereunder; (2) all property (including equipment or any interest or equity therein) thereafter acquired which shall be appurtenant to or necessary or useful in the use and operation of the property subject to the lien of this Indenture, immediately prior to such consolidation, merger, conveyance or lease; (3) all betterments, extensions, improvements and additions of, to, upon and for the property, rights and franchises subject to the lien hereof; (4) all repairs, renewals, replacements, substitutions and alterations of, to, upon and for such property, rights and franchises; (5) all property, rights and franchises which may be purchased, constructed or otherwise acquired pursuant to any covenant herein contained by such successor corporation from and after the date of such consolidation, merger or conveyance, as the case may be; (6) all lines of railroad then owned or thereafter acquired by such successor corporation or such lessee which shall be used by it in substitution for or will divert traffic from any line of railroad subject to the lien of this Indenture, and the appurtenances of such line; and

(b) a covenant on the part of such successor corporation that all property and franchises thereafter acquired by it and necessary to the full and complete performance of any covenant herein contained relating to the maintenance and upkeep of the trust estate, to the making of all needful and proper renewals, replacements, substitutions and alterations, and to the preservation and keeping in full effect of all rights, franchises and privileges, subject to the lien hereof, and of any other covenant herein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the prior lien of this Indenture; and

(c) A covenant by such successor corporation to keep the trust estate as far as practicable readily identifiable; and a stipulation that the Trustee shall not be taken impliedly to waive, by accepting or joining in the supplemental indenture, any rights it would otherwise have.

Section 14.03. In case the Company or any successor corporation shall be consolidated or merged with or into, or shall make a conveyance or lease to, any other corporation, as permitted and upon the terms provided in Section 14.01 hereof, the corporation formed by or resulting from such consolidation or merger or to which such conveyance or lease shall have been made, as aforesaid, -- upon executing and delivering to the Trustee, and causing to be recorded, the supplemental indenture provided for in Section 14.01, -- shall succeed to and be substituted for the Company, with the same force and effect as if it had been named

in, and had executed, this Indenture, as the party of the first part hereto, and shall have and possess and may exercise, subject to the terms and conditions of this Indenture and of any indentures supplemental hereto, each and every power, authority and right herein reserved to or conferred upon the Company; and thereupon such successor corporation may cause to be signed and may issue, either in its own name or in the name of the Company, and under the corporate seal of either the Company or the successor corporation, any and all Bonds which shall not theretofore have been signed by the Company and delivered to the Trustee; and the Trustee, upon the order of such successor corporation, in lieu of the Company, and subject to all the terms, conditions and limitations in this Indenture and in any and all indentures supplemental hereto prescribed, shall authenticate any and all Bonds which shall have previously been signed and delivered by the Company to the Trustee for authentication, and any Bonds which such successor corporation shall thereafter cause to be signed and delivered to the Trustee for such purpose, and deliver the same to such successor corporation or upon its order. In the case of a lease, no novation shall result and the Company shall remain liable on all its covenants and obligations contained in this Indenture and all supplemental indentures and in the Bonds.

Section 14.04. All Bonds issued by any such successor corporation shall in all respects have the same rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Bonds had been actually issued at the date of the execution hereof. In case of any such consolidation, merger or conveyance, such changes in phraseology and form (but not in substance) may be made in the Bonds and coupons thereafter to be issued which, as a result of such consolidation, merger or conveyance, may be appropriate.

Section 14.05. For every purpose of this Indenture, including the execution, issue and use of any and all Bonds issued or issuable hereunder, the term "Company" includes and means not only the party of the first part, but also any such successor corporation upon compliance with the provisions of this Article. Any act or proceeding by any provision of this Indenture authorized, required or permitted to be done or performed by the stockholders or by any board or officer of the Company, shall and may be done and performed, with like force and effect, by the stockholders or by the like board or officer of a successor corporation unless otherwise herein expressly provided.

Section 14.06. Every supplemental indenture provided for in this Article shall be in form approved by an opinion of counsel (who may be counsel for the Company) and the Trustee may accept the opinion of such counsel that the provisions and conditions of this Article have been complied with, as conclusive evidence thereof.

Section 14.07. The Company covenants and agrees that no consolidation or merger, nor any conveyance or lease of the trust estate as a whole or substantially as a whole, to which the Company or any successor corporation shall be a party, shall be made or effected unless the terms, covenants and conditions contained in this Article shall have been complied with and observed by the Company or the successor corporation, as the case may be.

ARTICLE FIFTEEN.

Concerning the Trustee

Section 15.01. The Trustee accepts the trusts hereby created but only upon the following terms and conditions, to all of which the Company and all of the holders of the Bonds, by their acceptance thereof agree:

(a) The recitals herein and in the bonds contained shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the value or condition of the mortgaged property or any

part thereof, or as to the security afforded thereby, and hereby, or as to the validity of the lien of this Indenture or as to the validity of the Bonds issued hereunder, and the Trustee shall incur no responsibility in respect of any such matters, provided, however, that nothing herein contained shall relieve the Trustee of its duty to authenticate Bonds only as authorized by this Indenture.

(b) The Trustee shall be under no duty to file, register or record or cause to be filed, registered or recorded this Indenture, or any supplement thereto, as a mortgage, conveyance or transfer of real or personal property or otherwise or to refile, re-register or re-record or renew the same, and the holders of all the Bonds hereunder release the Trustee of and from its failure so to file, register or record or refile, re-register or re-record or renew this Indenture or any such supplement, and the bondholders shall rely solely upon the Company and not upon the Trustee for said filing or registering or recording or refiling or re-registering or re-recording or renewing, and the Trustee shall be under no duty or obligation with respect thereto, except to receive and hold the opinion or opinions of counsel hereinafter referred to. The Company will furnish to the Trustee, promptly after the execution and delivery of this Indenture and each supplemental indenture, an opinion or opinions of its counsel stating that this Indenture, or such supplemental indenture has been properly recorded and filed so as to make effective the lien thereof, and reciting the details of such action. The Company will also furnish to the Trustee on or before the last day of June in each year, commencing in 1950, and at the end of every three-year period thereafter, an opinion or opinions of its counsel stating either that in the opinion of such counsel such action has been taken with respect to the recording, filing, registering, re-recording, re-registering or refiling of this Indenture or any supplement thereto as is necessary to keep effective the lien thereof, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to keep effective the lien of this Indenture or any supplement thereto. The Trustee shall be entitled conclusively to rely upon such opinions of counsel so furnished to the Trustee. The Trustee shall be under no duty to procure or renew nor be liable for any failure of the Company to procure or renew insurance or for the responsibility of insurers or for the failure of the Company to pay any tax or taxes with respect of the mortgaged property or any part thereof or otherwise, nor shall the Trustee be under any duty with respect to any tax which may be assessed against it or against the holders or owners of the Bonds outstanding hereunder, in respect of the mortgaged property. The Trustee shall be under no responsibility or duty with respect to the disposition of the Bonds authenticated and delivered hereunder or the application of the proceeds thereof or of any moneys paid to the Company under any of the provisions hereof.

Should any taxes or other governmental charges be imposed upon the Trustee in its capacity as Trustee hereunder which it may be required to pay under any present or future law of the United States of America or of any other authority therein having jurisdiction, the Trustee shall be reimbursed and indemnified therefor and any liability incurred or amounts paid by the Trustee in respect of any such taxes or other governmental charges, until paid, shall constitute a lien upon the mortgaged property prior to any claim by the holders of Bonds.

(c) The Trustee may execute any of the trusts under this Indenture or exercise any of the powers hereby vested in the Trustee or perform any duty hereunder either itself or by or through its attorneys, agents or employees, and the Trustee shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees provided reasonable care has been exercised in the selection thereof. The Trustee

may conclusively assume that there has been no default hereunder unless and until the Trustee shall have been specifically notified in writing of said default by the Company or by the holders of 10% aggregate principal amount of Bonds then outstanding. The Trustee shall not be under any obligation to take any action in respect of any default or otherwise or toward the execution or enforcement of any of the trusts hereby created or to institute, appear in or defend any suit or other proceeding in connection therewith, unless one or more of the holders of the Bonds shall, when and as required by the Trustee, furnish it with reasonable security and indemnity against the costs and expenses of said proceeding; but this provision shall not affect any discretionary power herein given to the Trustee to determine whether or not it shall take action in respect of such default or otherwise.

(d) Except as herein otherwise provided, any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee on the Company shall be deemed to have been sufficiently given and served for all purposes by using deposited postage prepaid in a United States post office letter box or mail chute, addressed (until another address is filed by the Company with the Trustee) as follows: Western Maryland Railway Company, Standard Oil Building, Baltimore 2, Maryland.

(e) The Trustee shall not be bound to recognize any person as the holder of a Bond unless and until the Bond is submitted to the Trustee for inspection if required, and the title thereto established to the satisfaction of the Trustee, if disputed.

(f) The Trustee shall be protected with respect to any action taken, suffered or omitted by it in reliance upon any notice, resolution, request, waiver, consent, order, certificate, statement, affidavit, indemnity bond, report, appraisal, opinion, telegram, cablegram, radiogram, letter, bond or other paper, document or instrument believed by it to be genuine and to have been signed, sent or presented by the proper party or parties. The Trustee may consult with counsel (who may be of counsel for the Company) and the opinion of said counsel shall be full and complete authority and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of said counsel. The Trustee shall not be under any responsibility for the selection, appointment or approval of any accountant, appraiser, counsel or other nominee for any of the purposes expressed in this Indenture, provided, that the Trustee shall have exercised reasonable care in any such selection, appointment or approval made by it.

(g) Upon any application for the payment of any moneys held by the Trustee under any provision of this Indenture or for the execution of any release or upon any other application to the Trustee hereunder, the resolutions, certificates, statements, appraisals, opinions, reports, orders and other papers required by any of the provisions of this Indenture to be delivered to the Trustee as a condition of the granting of said application, may be received by the Trustee as conclusive evidence of any statement or opinion therein contained, and shall be full warrant, authority and protection to the Trustee acting on the faith thereof not only in respect of the statements therein made but also in respect of the opinions therein set forth. Before granting any application the Trustee shall not be under any duty to make any further investigation into the matters appearing to it to be covered by any such resolution, certificate, statement, appraisal, opinion, report, order or other paper, but if requested so to do by writing delivered to the Trustee, prior to action had thereon, by the holders of not less than ten per cent. (10%) in principal amount of the outstanding Bonds, and only if furnished with security and indemnity satisfactory to it against the cost and expenses of the investigation, the Trustee shall make such further investigation as to it may seem proper; but it may in its discretion make any such independent inquiry or investigation as it may see fit. If the Trustee shall determine or shall be requested as aforesaid to make said further investigation it shall

be entitled to examine the books, records, and premises of the Company, itself or by agent or attorney; and unless the Trustee shall be satisfied with or without said examination of the truth and accuracy of the matters stated in said resolution, certificate, statement, appraisal, opinion, report, order or other paper, the Trustee shall not be under any obligation to grant the application. If after said examination or other inquiry the Trustee shall determine to grant the application, it shall not be liable for any action taken with due care and in good faith. The reasonable expense of every examination shall be paid by the Company, or if paid by the Trustee shall be repaid by the Company upon demand, with interest at such rate or rates as may be agreed upon, but not exceeding the rate of six per cent. (6%) per annum, and until said repayment shall be secured by a lien on the mortgaged property and the proceeds thereof prior to the lien of the Bonds issued hereunder.

(h) The Company covenants and agrees to pay to the Trustee from time to time on demand of the Trustee reasonable compensation (which shall not be limited by any provision of law with respect to the compensation of fiduciaries or of the trustee of an express trust) for all services rendered by the Trustee hereunder and also all of its reasonable expenses and counsel fees and other disbursements and those of its attorneys, agents and employees incurred in and by the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder. In default of payment by the Company, the Trustee shall have a lien therefor on the mortgaged property and the proceeds thereof prior to the lien of the Bonds issued hereunder.

(i) Whenever in the administration of the trusts of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, said matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the President or a Vice President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company and bearing the corporate seal of the Company and delivered to the Trustee, and said certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it in good faith in reliance thereon, but in its discretion the Trustee may in lieu thereof accept other evidence of the fact or matter or may require such further or additional evidence as may seem reasonable.

(j) Subject to the provisions of Section 16.02 hereof, the Trustee shall be under no duty to invest any moneys paid to or deposited with it or to its credit, pursuant to any of the provisions of this Indenture, and shall not be liable for interest on any such moneys during the period such moneys shall remain on deposit with it, except such interest as the Trustee may agree to with the Company.

(k) The Trustee or any company in or with which the Trustee may be interested or affiliated, or any officer or director or trustee or stockholder of the Trustee or of any such company, may acquire and hold Bonds issued hereunder, or may engage in or be interested in any financial or other transaction with the Company or any corporation in which the Company may be interested, and the Trustee may act as depository, trustee, transfer agent, paying agent, registrar or agent for the Company or for any committee or other body, firm or corporation in respect of any bonds, notes or other securities, whether or not issued pursuant hereto.

(l) Any action at any time taken by the Trustee pursuant to or with respect to this Indenture, at the request or with the consent or approval of any person who at the time is the holder of any Bond secured hereby, shall be conclusive and binding upon all future holders of such Bond.

(m) The Trustee shall not be liable for anything which it may do or refrain from doing in connection herewith, except for its own negligence or bad faith.

Section 15.02. Any moneys which at any time shall be deposited under this Indenture with the Trustee by or for the account of the Company shall be held in trust by the Trustee until paid conformably with the provisions of this Indenture.

Section 15.03. The Trustee or any successor Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company and publishing notice thereof, specifying a date when the resignation shall take effect, once a week for two successive weeks in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and the resignation shall take effect on the date specified in the notice, unless previously a successor trustee shall have been appointed by the bondholders or the Company as hereinafter provided, in which event the resignation shall take effect immediately upon the appointment of said successor trustee.

The Trustee or any successor trustee may be removed at any time by the holders of two-thirds in principal amount of the Bonds hereby secured, by an instrument or concurrent instruments signed by such bondholders or their attorneys-in-fact duly authorized.

Any Trustee so removed shall be entitled to reasonable compensation, then accrued and unpaid, and the reimbursement of proper expenses theretofore incurred and not previously reimbursed.

Section 15.04. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver of the Trustee or of any successor or of its property shall be appointed, or if any public officer in the exercise of his official powers shall take charge or control of the Trustee or of any successor or of its property or affairs, at any time within one year after the happening of any of said events, a successor hereunder may be appointed by the holders of a majority in principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by said bondholders or by their attorneys-in-fact duly authorized, and delivered to such new trustee hereunder, notification thereof being given to the Company and the predecessor trustee; provided, however, that until a new trustee shall be appointed hereunder by the bondholders as aforesaid the Company by instrument executed by order of its Board of Directors and duly acknowledged by its proper officers may appoint a trustee hereunder to fill the vacancy. The Company shall publish notice of any such appointment by it made once in each week of two consecutive weeks in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan City and State of New York. Any such new trustee appointed by the Company shall immediately and without further act be superseded by a Trustee hereunder appointed by the bondholders as above provided.

Every trustee appointed in succession to the Trustee, or its successor in the trust, shall be a trust company or a banking corporation organized and in good standing under the laws of the State of New York, or a national banking association, doing business in the Borough of Manhattan, city and State of New York, and having a capital and surplus aggregating at least \$5,000,000, if there be such a trust company or banking corporation qualified, able and willing to accept the trust upon reasonable and customary terms.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section within one year after the happening of any of the events set forth in the first paragraph of this Section, the holder of any Bond or any retiring Trustee hereunder may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint a successor trustee.

Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its

predecessor trustee and also to the Company an instrument accepting the appointment hereunder, and thereupon said successor trustee without any further act, deed or conveyance shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as Trustee herein; but the retiring trustee shall nevertheless on the written request of the Company or of the successor trustee and upon payment of its unpaid compensation and expenses, if any, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in said successor trustee all the right, title and interest of the retiring trustee which it succeeds, in and to the mortgaged property and said rights, powers, trusts, duties and obligations; and the retiring trustee shall also upon like request and payment of its unpaid compensation and expenses, as aforesaid, pay over, assign and deliver to the successor trustee any money and other property subject to the lien of this Indenture. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to the new trustee said estates, rights, powers and duties, any and all of said deeds, conveyances and instruments in writing shall on request be executed, acknowledged, delivered and recorded by the Company.

Section 15.05. Any corporation into which the Trustee may be merged, or with which it may be consolidated, or any corporation resulting from any merger, consolidation or reorganization to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor trustee under this Indenture without the execution or filing of any paper or the performance of any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 15.06. At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state in which any part of the mortgaged and pledged property then subject to this Indenture may be located, the Company and the Trustee shall have power to appoint, and, upon the request of the Trustee the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another trust Company or banking corporation or one or more persons, approved by the Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustee of all or any of the property subject to the lien hereof. In the event that the Company shall not have joined in such appointment within fifteen days after the receipt by it of a request so to do, the Trustee alone shall have the power to make such appointment.

Every separate trustee and every co-trustee, other than any trustee which may be appointed as successor to The Chase National Bank of the City of New York, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely:

(1) The rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Trustee, or the Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the supplemental indenture appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or separate trustees or co-trustee or co-trustees;

(2) The bonds secured hereby shall be authenticated and delivered, and all powers

duties, obligations and rights, conferred upon the Trustee in respect of the custody of all bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by The Chase National Bank of the City of New York, or its successors in the trust hereunder; and

(3) The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section or otherwise, and, upon the request of the Trustee, the Company shall, for such purpose, join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have joined in such action within fifteen days after the receipt by it of a request so to do, the Trustee alone shall have power to accept such resignation or to remove any such separate trustee or co-trustee. A successor to a separate trustee or co-trustee so resigned or removed may be appointed in the manner provided in this Section.

No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

Section 15.07. Until default has occurred in the payment of the principal amount of any Bonds of any series as and when the same have become due and payable as therein or in this Indenture provided, or until the Trustee under the provisions hereof shall become entitled to enter upon the mortgaged premises, the Trustee may solely have and exercise the powers, and shall be solely charged with the performance of the duties hereinbefore declared on the part of the Trustee to be had and exercised or to be performed. Any request in writing by the Trustee to any separate or co-trustee appointed pursuant to the provisions of Section 15.06 hereof shall be sufficient warrant for such separate or co-trustee taking such action as may be so requested. Any such separate or co-trustee, to the extent that he or it may lawfully do so, may at any time by an instrument in writing constitute the Trustee his or its agent or attorney-in-fact, or otherwise delegate to the Trustee with its consent, the exercise of any and all powers, discretionary or otherwise, conferred by any of the provisions of this Indenture.

Any notice, request or other writing by or in behalf of the bondholders delivered solely to the Trustee or its successor in the trust shall be deemed delivered to all of the then trustees hereunder as effectually as if delivered to each of them. All cash collected by or payable to the trustees hereunder shall be paid to and deposited with the Trustee, and any moneys subject to this Indenture at any time coming into the hands of any such separate or co-trustee shall be at once paid over to the Trustee, and the custody of all the property held under this Indenture, and all rights, powers and duties with respect to the administration, management and disposition thereof, shall remain with the Trustee.

In case any separate trustee or Trustees or co-trustee or co-trustees, or a successor to any of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall be vested in and be exercised by the Trustee or its successor in trust hereunder, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

ARTICLE SIXTEEN.

Miscellaneous Provisions

Section 16.01. Any moneys received by the Trustee or any paying agent under, or set aside by the Company to comply with, any provision of this Indenture shall be held in trust until paid conformably with the provisions of this Indenture, but need not be segregated and may be held as part of the general funds of the Trustee or paying agent. Neither the Trustee

nor any paying agent shall be under any liability for interest on any such moneys except such as during the period held it may agree with the Company to pay thereon.

Any such moneys which may remain unclaimed by the holders of Bonds or coupons respectively entitled thereto for six years after the date when such moneys were payable shall, at the written request of the Company signed by the President or one of its Vice Presidents, be repaid by such Trustee or paying agent to the Company, and thereafter anything in this Indenture to the contrary notwithstanding, any rights of the holders of such Bonds or coupons in respect of which such moneys shall have been deposited shall be enforceable against the Company as a general claim; provided, however, that before being required to make any such repayment to the Company, such Trustee or paying agent shall, at the expense of the Company, cause to be published once a week for two successive calendar weeks, in each case on any day of the week, in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, notice that said moneys remain unclaimed and that, after the date named in such notice, which date shall be not less than fifteen days after the date of the first publication of such notice, the balance of the moneys then unclaimed shall be returned to the Company.

Section 16.02. The Company shall also have the right, unless an event of default shall have occurred and be continuing, by written request to the Trustee to require that any moneys deposited with or held by the Trustee under any provision of this Indenture (other than moneys deposited with, or paid to, the Trustee under the provisions of Article Thirteen hereof) shall be invested or reinvested by the Trustee in any direct obligations of the United States of America designated by the Company and maturing not more than five years after the date of such designation, and unless an event of default shall have occurred and be continuing, any interest on such bonds or other obligations which may be received by the Trustee shall be forthwith paid to the Company. Such bonds and obligations shall be held by the Trustee as a part of the mortgaged and pledged property and subject to the same provisions hereof as the cash used to purchase the same, but upon a like request of the Company, the Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Trustee subject to the same provisions hereof as the cash used by it to purchase the bonds, or other obligations so sold. If such sale shall produce a net sum less than the cost of the bonds or other obligations so sold, exclusive in each case of accrued interest or dividends, if any, the Company covenants that it will pay promptly to the Trustee such amount of cash as with the net proceeds from such sale will equal the cost of the bonds or other obligations so sold, and if such sale shall produce a net sum greater than the cost of the bonds or obligations so sold, the Trustee shall promptly pay to the Company an amount in cash equal to such excess. The Trustee shall not have any responsibility whether to the Company or the bondholders or otherwise for any depreciation in the value of any such bond, or other obligations purchased as aforesaid.

Section 16.03. As used in this Indenture, except when otherwise indicated, the word "Trustee" or any other equivalent term, shall be held and construed to mean The Chase National Bank of the City of New York or its successor for the time being in the trusts herein accepted by that corporation. The word "paying agent" shall be held and construed to mean the corporation, partnership or other person appointed by the Company to pay the principal or interest upon any series of Bonds and any successor appointed by the Company for such purpose. The words "Bond", "bondholder" and "holder" shall include the plural as well as the singular number. The terms "this Indenture" or "Indenture" shall mean this Indenture, either as originally executed or as the same may from time to time be supplemented, modified or amended by any supplemental Indenture entered into pursuant to any of the provisions hereof.

Whenever in this Indenture a resolution of the Board of Directors of the Company is required, the Company shall deliver to the Trustee a writing setting forth a copy of such resolution, having appended thereto a certificate signed by the Secretary or an Assistant Secretary of the Company under its corporate seal, setting forth that such resolution was duly adopted. Every order, request, demand or other instrument of the Company required to be delivered to the Trustee preliminary to any action authorized to be taken by it thereon, shall (unless otherwise permitted by this Indenture) be in writing and signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the Company.

The term "subsidiary" shall mean a corporation stock of which is pledged hereunder a majority of whose stock, ordinarily entitled to vote for the election of directors is owned by the Company and is subject to the lien of this Indenture.

Unless otherwise herein expressly defined or qualified, the term "outstanding" when used with reference to Bonds shall mean all Bonds authenticated and delivered under this Indenture except Bonds pledged by the Company, Bonds paid, redeemed, cancelled or delivered to the Trustee for cancellation or with respect to which provision satisfactory to the Trustee for payment, redemption, or cancellation has been made and Bonds held by or for the Company; provided, however, that with respect to Bonds pledged by the Company or held by or for the Company, the Trustee shall be protected in treating any such Bonds as outstanding unless the Trustee knows that such Bonds are so pledged or so held.

The term "Accounting Rules" means the Uniform System of Accounts for Steam Railroads prescribed by the Interstate Commerce Commission, as in effect at the time in question, or, to the extent not determined thereby or in case there be no such Uniform System of Accounts in effect at such time, sound accounting principles.

Whenever reference is made in this Indenture to specific numbered accounts in the Company's accounts, or to specific numbered accounts or definitions of accounting terms prescribed by the Interstate Commerce Commission, it shall include any other accounts or definitions substantially comparable to the specified accounts or definitions as found in the Uniform System of Accounts for Steam Railroads of the Interstate Commerce Commission, as in effect at the time in question, or to the extent not determined thereby or in case there be no such Uniform System of Accounts in effect at such time, as determined by sound accounting principles.

Whenever reference is made herein to an opinion of counsel such reference means a written opinion of counsel, who may be counsel for the Company, satisfactory to the Trustee.

Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person or corporation other than the parties hereto and the holders of the Bonds secured by this Indenture, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision herein contained; all the covenants, conditions and provisions hereof being and intended to be for the sole and exclusive benefit of the parties hereto and of the holders of the Bonds hereby secured.

The Chase National Bank of the City of New York, party of the second part hereto, hereby accepts the trusts in this Indenture declared and provided and agrees to perform the same upon the terms and conditions herein set forth.

For the purpose of facilitating the recording of this Indenture, the same may be executed simultaneously in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

This Indenture is dated, for convenience, October 1, 1949, although executed and de-

livered on the date of the acknowledgment hereof by the Trustee; and the same shall be effective from the date on which it is so executed and delivered.

IN WITNESS WHEREOF, Western Maryland Railway Company, the party of the first part, has caused this Indenture to be signed and acknowledged by its President or a Vice President, and its corporate seal to be affixed hereto, and the same to be attested by its Secretary or an Assistant Secretary; and The Chase National Bank of the City of New York, party of the second part, has caused this Indenture to be signed and acknowledged by a Vice President, and its corporate seal to be affixed hereto, and the same to be attested by an Assistant Cashier.

(Corporate Seal)

Western Maryland Railway Company,

Attest:

By Eugene S. Williams,
President.

E. C. Lanahan,
Secretary.

(Corporate Seal)

The Chase National Bank of the City of New York,

Attest:

By C. E. Buckley,
Vice President.

D. P. Stewart,
Assistant Cashier.

Signed, sealed and delivered by Western Maryland Railway Company and
The Chase National Bank of the City of New York,
in the presence of:

H. R. Thiasing

C. H. Henderson,
Witnesses as to all signatures.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, Leonard W. Bair, a Notary Public in and for the State and City aforesaid, do certify that Eugene S. Williams, who signed the writing above, bearing date the first day of October, 1949, for Western Maryland Railway Company, a corporation, has this day in my said City, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 20th day of January, 1950.

(Notarial Seal)
My Commission Expires May 7, 1951.

Leonard W. Bair, Notary Public.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

On the 24th day of January, 1950, before me, personally appeared C. E. Buckley, to me known, who being by me duly sworn, did depose and say that he resides at 25 Allenwood Road, Great Neck, Nassau County, New York; that he is a Vice President of The Chase National Bank of the City of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; and

I, Helen M. Harrison, a Notary Public of said State and County, do certify that C. E. Buckley, who signed the writing above, bearing date the first day of October, 1949 for The Chase National Bank of the City of New York, a corporation, has this day in my said State and County, before me, acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand and seal this 24th day of January, 1950.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires Mar. 30, 1950.
(Notarial Seal)

Helen M. Harrison, Notary Public.

Notary Public in the State of New York
residing in New York County
N. Y. Co. Clk's No. 276, Reg. No. 442-H-0
Commission Expires March 30, 1950.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

No. 92,859.

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court New York County, a court of Record having by law a seal, do hereby certify that Helen M. Harrison, whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a Notary Public in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgement or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence of recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of January, 1950.

(Court Seal)

Archibald R. Watson,
County Clerk and Clerk of the Supreme Court,
New York County.

Fee Paid 25¢

Union Label 94. (Counterpart No. 6)

Manufacturers Trust Company, Successor &c.

Satisfaction and Release.

To

Filed and Recorded February 7th 1950 at 8:30 A. M.

Western Maryland Railway Company

(Counterpart No. 6).

Manufacturers Trust Company, as successor Trustee -

Satisfaction and Release

of

Western Maryland Railway Company
First and Refunding Mortgage.

KNOW ALL MEN BY THESE PRESENTS, That:

(1) Manufacturers Trust Company, a corporation organized and existing under the laws of the State of New York, is successor Trustee under that certain indenture of mortgage dated July 1, 1917, executed by Western Maryland Railway Company (hereinafter referred to as the "Railway Company"), a corporation organized and existing under the laws of the State of Maryland and under the laws of the Commonwealth of Pennsylvania, to The Equitable Trust Company of New York, a corporation organized and then existing under the laws of the State of New York (such indenture as supplemented and amended being hereinafter referred to as the "Mortgage").

(2) There were issued under the Mortgage and pledged under the Collateral Trust Indenture, dated November 1, 1945, executed by the Railway Company to The Chase National Bank of the City of New York (such indenture being hereinafter referred to as the "Collateral Trust Indenture"), \$3,341,000 principal amount of Series "AA" First and Refunding Mortgage Bonds, due July 1, 1979, and \$10,909,000 principal amount of Series "B" First and Refunding Mortgage Bonds due July 1, 1977.

(3) The Collateral Trust Indenture has been satisfied and discharged pursuant to the provisions of Section 11.01 thereof, and all First and Refunding Mortgage Bonds of the Railway Company heretofore pledged thereunder have been duly redelivered to the Railway Company and have been duly cancelled at its request.

(4) There are no other bonds, indebtedness or obligations under the Mortgage which have not been paid or for which adequate provision for payment or redemption has not been made.

Wherefore, Manufacturers Trust Company, as successor Trustee, does hereby (1) remise, release, convey and quitclaim unto the Railway Company, its successors and assigns, all estate, right, title, interest, claim and demand whatsoever, which it may have acquired under and by virtue of or arising from the Mortgage in and to all property of every kind or character whatsoever, and wheresoever situated, real, personal or mixed, conveyed or intended to be conveyed by the Mortgage, all to the same effect as if herein fully set forth; (2) acknowledge full satisfaction and discharge of the Mortgage and full discharge of all right, claims and demands which it, as such Trustee, may have acquired by virtue of the Mortgage; and (3) consent and direct that the Mortgage be discharged of record, and authorize each recording officer in whose office the Mortgage has been recorded or filed to discharge the same of record.

In order to facilitate the recording of this instrument, the same may be executed simultaneously in any number of Counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Manufacturers Trust Company as successor Trustee as aforesaid has caused this instrument to be signed and acknowledged by one of its Vice-Presidents, and its corporate seal to be affixed hereto and to be attested by its Secretary or one of its Assistant Secretaries, on the 24th day of January, 1950.

MANUFACTURERS TRUST COMPANY

(Corporate Seal)

as successor Trustee under the Western Maryland Railway Company First and Refunding Mortgage dated July 1, 1917, and Supplemental Indenture thereto dated as of July 1, 1927.

Attest:

By Frederick E. Lober,
Vice-President.

H. Philips,
Assistant Secretary.

In the presence of

E. Loriot

E. M. Wiegman.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

On the 24th day of January, 1950, before me, personally appeared Frederick E. Lober, to me known, who being by me duly sworn, did depose and say that he resides at 32 River Avenue, Monmouth Beach, N. J.; that he is a vice-president of Manufacturers Trust Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was so affixed by order of the Board of Directors

of said Corporation and that he signed his name thereto by like order; and

I, A. Wm. Pfisterer, a Notary Public of said State and County, do certify that Frederick E. Lober, who signed the writing above, bearing date the 24th day of January, 1950, for Manufacturers Trust Company, a corporation, has this day in my said State and County, before me, acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand this 24th day of January, 1950.

IN WITNESS WHEREOF, I have hereinto set my hand and affixed my official seal the day and year last above written.

My commission Expires -----

A. Wm. Pfisterer, Notary Public.

Notary Public State of New York
No. 31-3085260
Qualified in N. Y. County
N. Y., Bronx, Kings, Queens & Richmond
Certs. filed with City Register N. Y.
Bronx, Kings & Queens. Term Expires
March 30, 1951.

(Notarial Seal)

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

No. 92882.

I, ARCHIBALD R. WATSON, county clerk and clerk of the Supreme Court, New York County, a Court of Record having by law a seal, Do Hereby Certify that A. Wm. Pfisterer, whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a Notary Public in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission or a certificate of his official character and his autograph signature, have been filed in my office; that as such Notary Public, he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protect notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 25th day of January, 1950.

Fee Paid 25¢

Archibald R. Watson,
County Clerk and Clerk of the Supreme Court, New York
County.

Typo Union Label #94.

Andrew Hamburg, et ux.

To

Chattel Mortgage.

Industrial Loan Society, Inc.

Filed and Recorded February 9th 1950 at 8:30 A. M.

THIS CHATTEL MORTGAGE, made this 7th day of February, 1950, by Andrew & Stella Hamburg, his wife, of the city/county of Corriganville, State of Maryland, hereinafter called "Mortgagor," to Industrial Loan Society, Inc., a body corporate, Room 33, Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee."

WITNESSETH: That for and in consideration of the sum of One Hundred Twenty-Five

Dollars (\$125.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee, the following described personal property:

The chattels, including household furniture, now located at Corriganville, Allegany County, in said State of Maryland, that is to say:

1 Baby Grand Piano --- 1 A. B. C. Electric Washer --

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in -- Maryland, that is to say: -----

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$125.00 according to the terms of and as evidenced by a certain promissory note of even date herewith, payable in 11 successive monthly installments of \$12.56 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 7th day of March, 1950, together with a final instalment, covering any unpaid balance, including interest as aforesaid, which instalment is due and owing on the 7th day of February, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal, together with accrued interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, without prior notice or demand, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof, wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee

Coleta Irene Collins, et al.

To

Filed and Recorded February 14th 1950 at 10:00 A. M.

(Stamps 55¢).

Fidelity Finance Company

Coleta Irene Collins and McCormick Collins, of 21 West Oldtown Road, Cumberland, Maryland, in consideration of the sum of Three Hundred and Four and 50/100 Dollars paid them by Fidelity Finance Company do hereby bargain and sell to the said Fidelity Finance Company, the following described property:

One Maple bed room suite complete with bed, mattress and springs and chest of drawers.

One Dark Walnut Bed Room Suite complete with bed, mattress and springs, vanity dresser, chest of drawers and wardrobe.

Overstuffed living room suite (Salmon color) consisting of davenport and two large chairs.

One R. C. A. Radio, Three tables, studio couch.

White kitchen set consisting of table and four chairs, combination table top cooking stove, Blackstone washer.

One oil heating stove (Gibson).

The undersigned vendor represents and guarantees that the above described property belongs to him or her outright and that same is free of all liens, mortgages and encumbrances of every kind and this representation is made for the purpose of inducing the vendee to purchase same and the vendor further covenants that he or she will indemnify and defend the vendee against all claimants and allow the above said chattels to remain on the premises at the above address without storage charge, the purpose of this instrument is to secure a loan evidenced by a note of even date so that the destruction or loss of the above property shall not void the indebtedness of the vendor. The parties hereto acknowledge having received a copy of this instrument.

WITNESS our hand and seal this 3rd day of February, One Thousand Nine Hundred and Fifty.

Witness: Edith Holder

Coleta Irene Collins (SEAL)

McCormick W. Collins (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of February, in the year One Thousand Nine Hundred and Fifty, before the subscriber, a Notary Public of the State in and for the County aforesaid, personally appeared Coleta Irene Collins and McCormick Collins, and acknowledge the foregoing Bill of Sale to be their act and at the same before me also appeared L. Eisenbert, for the Fidelity Finance Company, and made oath in due form of law that the consideration in said bill is true and bona fide as herein set forth.

(Notarial Seal)

Edith Holder, N. P.

Russell Leroy Crabtree et al.
Filed and Recorded February 3rd 1950 at 11:10 A.M.

This Mortgage.

Made this Second day of February in the year Nineteen Hundred and Fifty, by and between Russell Leroy Crabtree (Unmarried) and Juanita Lee Buckley, (Unmarried) of Allegany County, in the State of Maryland part ies of the first part, and Melvin R. Lewis and Beulah R. Lewis, his wife of Allegany County, in the State of Maryland parties ies of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Melvin R. Lewis and Beulah R. Lewis, his wife, in the full and just sum of Sixteen Hundred Dollars (\$1600.00) payable one year after date with interest from date at the rate of six per cent (6%) per annum, payable semi-annually; the parties of the first part agreeing to make monthly payments of at least Twenty-Five Dollars (\$25.00) from which shall be deducted at each interest period the interest upon the amount of principal due at the beginning of said period, and the balance shall be applied to the principal sum due hereunder:

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: all that lot or parcel of ground situated near Oldtown, Allegany County, Maryland, and more particularly described as follows, to-wit: BEGINNING for the same at a stake standing on the Northeast side of the Uhl Highway, said stake stands at the end of the third line of a parcel of ground conveyed by Bertha Miller, unmarried, to H. Claude Miller, et ux by a deed dated May 31, 1940, and recorded in Liber 186, folio 678, one of the Land Records of Allegany County, Maryland; and running thence (Magnetic Bearings as of October 1939, and with horizontal measurements) reversing the aforementioned third line, North 38 degrees and 10 minutes East 193 feet to a stake; thence at right angles to said line, South 51 degrees and 50 minutes East 125 feet to a stake; thence at right angles to the last named line and parallel to the third line of the aforementioned H. Claude Miller deed, South 38 degrees and 10 minutes West 193 feet to a stake on the Northeast side of the Uhl Highway; thence with the Uhl Highway and at right angles to the last named line, North 31 degrees and 50 minutes West 125 feet to the beginning, containing 55/100 acres more or less.

IT BEING the same property which was conveyed to Russell Leroy Crabtree and Juanita Lee Buckley as tenants in common, by deed from Chester L. Carder and Rebecca R. Carder, his wife, dated February 1950, and intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Sixteen Hundred Dollars (\$1600.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part

heirs, executors, administrators and assigns, or Gorman E. Getty his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Hundred Dollars (\$1600.00) Reynolds, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s

Attest	<u>Sylvester F. Malcolm</u>	<u>Russell Leroy Crabtree</u> (Seal)
	<u>As to both</u>	<u>Juanita Lee Buckley</u> (Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this second day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Russell Leroy Crabtree (Unmarried) and Juanita Lee Buckley (Unmarried)

and each acknowledged the foregoing mortgage to be his and her act and deed; and at the same time before me also personally appeared Melvin R. Lewis and Beulah R. Lewis his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My commission expires May 7, 1951.

Sue Ginevan

Notary Public

Bertha V. Warnick

Mary E. Reinhart

Filed and Recorded February 3rd 1950 at 10:40 A.M.

Mortgage

This Mortgage,

Made this first day of February in the year Nineteen Hundred and fifty, by and between

Bertha V. Warnick, single

of Garrett County, in the State of Maryland part y of the first part, and Mary E. Reinhart

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the party of the first part is firmly indebted unto the party of the second part in the full and just sum of Four Thousand Dollars (\$4,000.00) as evidenced by her promissory note for said amount of money and of even date and tenor herewith payable, one year after date, to the order of the party of the second part, together with interest thereon at the rate of five per cent (5%) per annum payable quarterly, and which said sum of money together with the interest thereon as aforesaid the said party of the first part covenants to pay as and when the same shall become due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said Mary E. Reinhart, her

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated and lying on Carroll Street in the City of Cumberland, Allegany County, Maryland, known and designated as parts of Lots Numbers 323 and 324 on Map No. 5 of the Rose Hill Estate as filed in No. 1674 Equity, and particularly described as follows, to wit:

BEGINNING at a point on the East side of Carroll Street distant two hundred and thirty-one feet from the intersection of the North side of Cumberland Street with the East side of Carroll Street, said point being also distant six feet from the Northwest corner of Lot No. 322 on said Map, and running thence with the East side of Carroll Street, North eleven degrees and twenty minutes East thirty-one feet, thence South seventy-eight degrees and forty minutes East one hundred and nine feet to Cedar Alley, and with said Alley, South eleven degrees and twenty minutes West thirty-one feet, then North seventy-eight degrees and forty minutes West one hundred and nine feet to the place of beginning.

IT BEING the same property conveyed by Charles P. Phares, unmarried, to Bertha V. Warnick by deed dated the 30th day of January, 1950, and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction the mortgage being given to secure a part of the purchase price for the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

To Myself Per Box 1111 City Ar 6 19 50

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mary E. Reinhart her

heirs, executors, administrators and assigns, or Matthew J. Mullaney, her ~~executors~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first

part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Four thousand and no/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~xxxxx~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Elizabeth Philson Bertha V. Warnick (Seal)
(Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, that on this first day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Bertha V. Warnick, single

and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared M. D. Reinhart, Agent and attorney-in-fact for Mary E. Reinhart, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and he further made oath in due form of law that he is the agent and attorney-in-fact for Mary E. Reinhart and is duly authorized to make WITNESS my hand and Notarial Seal the day and year aforesaid, this I affirm.

(Notarial Seal)

Elizabeth Philson

Notary Public

Harry H. Beeman et ux To Filed and Recorded February 3rd 1950 at 9:45 A.M.
The First National Bank of Barton, Maryland

Mortgage
(Stamps \$1.10)

This Mortgage, Made this First day of February

in the year Nineteen Hundred and fifty, by and between Harry H. Beeman and Carrie E. Beeman husband and wife,

of Allegany County, in the State of Maryland part ies of the first part, and The First National Bank of Barton, Maryland, a corporation organized under the national banking laws of The United States of America of Barton, Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the full and just sum of twelve hundred dollars (\$1200.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part, at The First National Bank of Barton, Maryland, and whereas, it was understood and agreed prior to the lending of said money and the giving of said note that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

All that certain real estate situated in the town of Barton, Allegany County, Maryland and described as beginning at a planted stone marked A.T.C. standing at the end of the 89th line of The American Coal Company property, parallel to the C & P Railroad tracks, South 77 degrees West 90.4 feet to a stake, thence South 17 degrees 5 minutes East 79.8 feet or until it reaches the 87th line of said American Coal Company property, and with the 87th, 88th, and 89th line, North 72 degrees 45 minutes East 99 feet, thence North 24 degrees West 73.5 feet to the beginning. Being the same property which was conveyed unto the said parties of the first part herein by deed from John Tennant, dated April 12, 1932 and of record in Liber No. 167 Folio 402 of the land records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of twelve hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Dated
To: Mr. T. J. Beeman et ux
Feb 6 1950

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said~~

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve hundred

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~to the extent of its or~~ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest	Kenneth A. Malcolm	Harry H. Beeman	(Seal)
	Kenneth R. Malcolm	Carrie E. Beeman	(Seal)
			(Seal)
			(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this First day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Harry H. Beeman and Carrie E. Beeman, husband and wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Patrick A. Laughlin President of The First National Bank of Barton, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Kenneth A. Malcolm
Notary Public

Ralph J. Bennett et ux
To The Citizens National Bank of Westernport, Maryland

This Mortgage, Made this twenty-seventh day of January in the year Nineteen Hundred and Fifty, by and between

Ralph J. Bennett and Thelma Bennett, husband and wife,

of Allegany County, in the State of Maryland

part y of the first part, and The Citizens National Bank of Westernport,

Maryland, a corporation organized under the national banking laws of The United States of America

of Westernport, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of twelve hundred dollars (\$1200.00) for money lent, which loan is evidenced by the promissory note of said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part, at The Citizen's National Bank of Westernport, Maryland; and whereas, it was under stood and agreed prior to the making of said loan and the giving of said note that this mortgage should be executed

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

~~and~~ assigns, the following property, to-wit: Lot No. 7 on the plat of L.C. Lambert's Second Addition to McCoole, situated on the South side of the County road leading from Westernport to McCoole in Allegany County, Maryland, and fronting fifty feet on said road, and extending back the same width throughout a distance of one hundred and twenty feet. Being the same property which was conveyed unto the parties of the first part herein by deed from Burl L. Secrist et ux dated January 27, 1950, and being also the same property which was conveyed unto Burl L. Secrist et ux by deed from Lorenza C. Lambert et ux dated May 22, 1946 and of record in Liber No. 209 Folio 195 of the land records of Allegany County, Maryland

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors the aforesaid sum of twelve hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Walter Westinghouse
Jan 27 1950

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Horace P. Whitworth, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twelve hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest
Horace P. Whitworth, Jr. Ralph J. Bennett (Seal)
Thelma Bennett (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twenty-seventh day of January

in the year nineteen hundred and fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Ralph J. Bennett and Thelma Bennett, husband and wife

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, president of The Citizens National Bank of Westernport, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he the president of the said bank duly authorized to make this affidavit.

(Notarial Seal)

Richard H. Whitworth

Notary Public

Ralph J. Bennett et ux To R. Heber Poland et al Filed and Recorded February 6th 1950 at 10:20 A.M. Mortgage

This Mortgage, Made this Twenty Seventh day of January PURCHASE MONEY in the year Nineteen Hundred and Fifty, by and between

Ralph J. Bennett and Thelma Bennett, husband and wife,

of Allegany County, in the State of Maryland part ies of the first part, and R. Heber Poland and Robert Maybury

of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part in the full and just sum of Five Hundred Dollars (\$500.00) for money lent, which loan is evidenced by the Promissory Note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the said parties of the second part, the full sum of Five Hundred Dollars (\$500.00) at the Citizen's National Bank of Westernport, Maryland, and

WHEREAS, it is understood and agreed prior to the making of said loan and the giving of said note that this mortgage should be executed, and also that the money herein lent is for the purchase price of the hereinafter described real estate and therefore this is a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

Lot Number Seven (7) on the plat of L.C. Lambert's Second Addition to McCoolle, Maryland, situated on the South side of the County Road leading from Westernport to McCoolle, in Allegany County, Maryland, and fronting fifty feet on said road, and extending back the same width through out a distance of one hundred and twenty feet. Being the same property which was conveyed unto the said parties of the first part herein by deed from Burl L. Secrist et ux, dated January 27, 1950, and being also the same property which was conveyed unto Burl L. Secrist et ux date of deed from Lorenza C. Lambert et ux being May 22, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 209, Folio 195.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Five Hundred Dollars (\$500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Robert Maybury
Attest
Feb 27 1950

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Five Hundred & 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Horace P. Whitworth, Jr.

Ralph J. Bennett (Seal)

Thelma Bennett (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, in wit:

I hereby certify, That on this Twenty Seventh day of January

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ralph J. Bennett and Thelma Bennett, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared R. Heber Poland and Robert Maybury

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Richard H. Whitworth

Notary Public

Burl L. Secrist et ux Filed and Recorded February 6th 1950 at 10:15 A.M. Mortgage
The Citizens National Bank of Westernport, Maryland

This Mortgage, Made this twenty seventh day of January

in the year Nineteen Hundred and Fifty, by and between Burl L. Secrist and Grace Secrist, husband and wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation organized under the national banking laws of The United States of America,

of Westernport, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the full and just sum of six hundred dollars (\$600.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part herein, of even date herewith, payable on demand to the order of the party of the second part, with interest at The Citizens National Bank of Westernport, Maryland; And Whereas, it was understood and agreed prior to the making of said loan and the giving of said note that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

heirs and assigns, the following property, to-wit:

That certain lot of ground known as the Village Mining lot, located on the Vale Summit Road, in Allegany County Maryland, being the same property described in that confirmatory deed from Thomas Murphy et al, dated May 27, 1941, to Charles Clise and Ruth Clise, which deed is of record in Liber No. 190 Folio 202 of the land records of Allegany County, Maryland, and likewise being the same property which was conveyed by Charles Clise and Ruth Clise unto Burl Secrist et ux parties of the first part herein, by deed of January 27, 1950, and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~or assigns, the aforesaid sum of six hundred dollars~~ together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered to
To Judge Westernport Md
Feb 27 19 51

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

and assigns, or Horace P. Whitworth its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns

assigns, the improvements on the hereby mortgaged land to the amount of at least

Six hundred

Dollars.

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors ~~XXXXXX~~, to the extent of its or

their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Burl L. Secrist

(Seal)

Horace P. Whitworth, Jr.

Grace Secrist

(Seal)

(Seal)

(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify. That on this twenty seventh day of January

in the year nineteen hundred and fifty

, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Burl L. Secrist and Grace Secrist, husband and wife,

and each

acknowledged the foregoing mortgage to be their voluntary

act and deed; and

at the same time before me also personally appeared Howard C. Dixon, President of The Citizens National Bank of Westernport, Maryland,

the within named mortgagee

and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Richard H. Whitworth

Notary Public

Clyde O. Cook et ux Filed and Recorded February 6th 1950 at 10:15 A.M.
The Citizens National Bank of Westernport, Maryland

Mortgage

This Mortgage, Made this Fourth day of February

^{PURCHASE MONEY} in the year Nineteen Hundred and fifty, by and between

Clyde O. Cook and Iantha V. Cook, husband and wife,

of Westernport, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport Maryland, a corporation organized under the national banking laws of The United States of America

of Westernport, Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of twenty four hundred dollars (\$2400.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Westernport, Maryland, and whereas, it was understood and agreed between the parties prior to the making of said loan and the giving of said note that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

~~XXXX~~ and assigns, the following property, to-wit:

All that certain lot of ground in Westernport, Allegany County, Maryland, laid out on the plat of South Westernport on the North East side of Maryland Avenue, and improved by house number 403, and being particularly described in and conveyed unto the parties of the first part herein by deed from The West Virginia Pulp and Paper Company dated January 23, 1950 and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

parties of the first part, their

Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of Twenty four hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Atty Gen Westernport Md
Feb 27 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public lions levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~his, her or their~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty four hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest
Clyde O. Cook (Seal)
Horace P. Whitworth, Jr. Iantha V. Cook (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Fourth day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Clyde O. Cook and Iantha V. Cook, husband and wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon President of The Citizens National Bank of Westernport, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said bank duly authorized to make this affidavit.

(Notarial Seal)

Naoma Flanagan

Notary Public

Stanley L. Donohoe et ux

Irving A. Engle

Filed and Recorded February 8th 1950 at 9:15 A.M.

Mortgage
(Stamps \$16.50)

This Mortgage, Made this 1st day of January

in the year Nineteen Hundred and Fifty, by and between Stanley L. Donohoe and Leah D. Donohoe, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Irving A. Engle

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Fifteen Thousand Dollars the sum of Ten Thousand Dollars having been advanced upon the signing of this instrument, and the sum of Five Thousand Dollars to be later advanced, which said sums the parties of the first part promise to pay to the order of the party of the second part, in semi-annual installments of not less than Six Hundred Dollars, and interest at five per cent. the first semi-annual installment to be paid on or before January 30th, 1951, and semi-annually thereafter until the full sum and interest has been paid and satisfied.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot, piece and parcel of land, situated, lying and being along the National Turnpike (now State Road) leading from Cumberland to Frostburg, at or near "Red Rock" in Allegany County, State of Maryland, and being part of a tract of land called "Western Road", resurveyed for David Shriver the 13th of June, 1811, and patented to him on the 16th day of May, 1836, and which part of the said whole tract hereby conveyed is described as follows, to-wit: BEGINNING for same at a linn tree standing at the end of the 30th line of tract of land called "Western Roads" also end of the 10th line of tract conveyed from the New Central Coal Company to Alexander Adams, dated the 28th day of February 1921, and recorded in Liber L.L.S. No. 136 folio 152, one of the Land Records of Allegany County, and continuing thence with part of the 31st line (original bearing) North 24 degrees East (crossing the centre of the National Pike at 263) about 588 feet to the Southwest edge of Braddock Run; thence with the meanders of Braddock Run, in a Northwesterly direction until it intersects the 123 line of the tract "Western Road" and continuing thence with the 123 line (original bearing) South 23 degrees East to the end thereof; thence with the 124th, 125th, 126th, and 127th lines of aforementioned "Western Roads", South 57 degrees East 352 perches; South 87 degrees East 52 perches; South 64 degrees East 34 perches; South 46 degrees East 20 perches; then cutting across the whole of the aforementioned tract, about North 71 degrees East, until it hits the end of the 25th line of the aforementioned "Western Road"; and running thence with the 26th, 27th, 28th, 29th, and 30th lines of said tract (original bearings) North 46 degrees West 26 perches; North 63 degrees West 34 perches; North 82 degrees West 332 perches; South 86 degrees West 20 perches and North 56 degrees West 34 perches to the beginning; containing 10.6 acres more or less. IT BEING the same property which was conveyed unto the parties of the first part by Elizabeth W. Adams, widow, by deed dated July 27th, 1936, and recorded in Liber No. 175, folio 365, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs, executors, administrators or assigns, the aforesaid sum of Fifteen Thousand Dollars (\$15,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Duly Recorded
To Edw. J. Ryan, C. C.
Dec 17 19 50

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Thousand Dollars (\$15,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Edward J. Ryan

Stanley L. Donohoe

Leah D. Donohoe

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Stanley L. Donohoe and Leah D. Donohoe, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Irving W. Engle

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edward J. Ryan

Notary Public

Helen West To Edward J. Ryan

Filed and Recorded February 8th 1950 at 9:15 A.M.

Mortgage

This Mortgage,

Made this 1st day of February

in the year Nineteen Hundred and Fifty, by and between

Helen West unmarried,

of Allegany County, in the State of Maryland

part y of the first part, and Edward J. Ryan

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Seven Hundred and Fifty Dollars which said sum the party of the first part promises to pay to the order of the party of the second part, at the rate of \$23.30 each month, until the full sum of Seven Hundred and Fifty Dollars has been paid and satisfied, the sum hereby secured being in part purchase money for the hereinafter described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that piece or parcel of ground fronting on North Weber Street in Frostburg, Maryland, and described as follows, to-wit: BEGINNING for the same at Corner No. 288, one of the corners of the Consolidation Coal Company, and shown on the blue print attached to the deed from Harry Winner, widower, to the parties of the first part, dated March 8th, 1943, and duly recorded among the Land Records of Allegany County, and running thence with the second line of the parcel of ground conveyed to Harry Winner and Bertha Winner, his wife, (now deceased) by John Langan and wife, by deed dated August 17th, 1938, and recorded in Liber 133, folio 504, one of the Land Records of Allegany County, North 14 degrees 26 minutes West 90 feet, to the beginning of the property conveyed to Leonard Lohr and wife by Harry Winner and wife, (which deed has not been recorded) and running thence with the line of the property conveyed to the said Leonard Lohr aforesaid in a Northeasterly direction, about eighty-seven and one half feet to the end of the line of the piece of property conveyed by the said Harry Winner and wife to Allen C. Kennell and wife, (which deed has not been recorded), said point being distant 20 feet in a Southwesterly direction from a point at the end of the second line of the property conveyed to Allen Kennell and wife by Annie G. Ingram, widower, by deed dated May 24th, 1944, and recorded in Liber 199, folio 583, thence paralleling said second line of said Kennell property and 20 feet distant therefrom, South 14 degrees 26 minutes East about 106 feet to a point on the North side of Water Street, and with the North side of Water Street, South 85 degrees 03 minutes West 30 feet to corner No. 288, the place of beginning.

IT BEING the same property which was conveyed unto the said party of the first part by Richard K. Gilmore and Hattie Gilmore, his wife, by deed dated September 8th, 1949, and recorded in Liber No. 227, folio 239, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs, executors, administrators or assigns, the aforesaid sum of Seven Hundred Fifty Dollars (\$750.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Compared and Mailed December 14, 1949 To Helge City Dec 17 19 51

privileges and appurtenances thereon.

Provided, that if the said E Imer R. Michael and Ruth E. Michael, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its successors the aforesaid sum of Fifteen Hundred (\$1,500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Elmer R. Michael and Ruth E. Michael his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Elmer R. Michael and Ruth E. Michael, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Farmers and Merchants Bank of Keyser, West Virginia, a corporation
its successors

and assigns, or Lester Reynolds
their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Elmer R. Michael and Ruth E. Michael his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Elmer R. Michael and Ruth E. Michael his wife, do

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least
Fifteen Hundred Dollars (\$1,500.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of

fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent
of its ~~xxxx~~ lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest	A. L. Matlick	Elmer R. Michael	(Seal)
	A. L. Matlick	Ruth E. Michael	(Seal)
			(Seal)
			(Seal)

WEST VIRGINIA
State of Maryland,
MINERAL
Allegany County, to wit:

I hereby certify. That on this 6th day of February

in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Elmer R. Michael and Ruth E. Michael his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared George R. Davis, President and Cashier of
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

My commission expires Jan 7. 1953.

C. B. Mott
Notary Public

Charles T. Mower

To

Filed and Recorded February 3rd 1950 at 1:00 P.M.

Chattel Mortgage

The Liberty Trust Company, Cumberland, Maryland

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 31st day of January 1950, by and
between Charles T. Mower

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST
COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party
of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the
second part in the full sum of One thousand One Hundred Twenty-five Dollars and 16/100 (\$1,125.16)
payable one year after date hereof, together with interest thereon at the rate of five per cent
(5%) per annum, as is evidenced by the promissory note of the said party of the first part
of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said
party of the first part hereby covenants to pay to the said party of the second part, as and when
the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and
of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, trans-
fer, and assign unto the said party of the second part, its successors and assigns following
described personal property:

1950 Dodge 4 Door Sedan Motor # D34-11079 Serial #31426901

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party
of the second part, its successors and assigns, forever.

Provided, however, that if the said Charles T. Mower
shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel
Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second
part in case default shall be made in the payment of the said indebtedness, or if the party of the
first part shall attempt to sell or dispose of the said property above mortgaged, or any part
thereof, without the assent to such sale or disposition expressed in writing by the said party of
the second part, or in the event the said party of the first part shall default in any agreement
covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby
shall become due and payable at once, and these presents are hereby declared to be made in trust,
and the said party of the second part, its successors and assigns, or William C. Walsh, its duly
constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the
premises where the aforesaid vehicle may be or be found, and take and carry away
the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the
purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in
manner following to wit: by giving at least ten days notice of the time, place, manner and terms of
sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public
auction for cash, and the proceeds arising from such sale shall be applied first to the payment of
all expenses incident to such sale, including taxes and a commission of eight per cent to the party
selling or making said sale; secondly, to the payment of all moneys owing under this mortgage
whether the same shall have then matured or not; and as to the balance to pay the same over to the
said Charles T. Mower his personal representatives and assigns, and in
the case of advertisement under the above power but not sale, one-half of the above commission shall
be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions
of this mortgage, the said party of the first part may remain in possession of the above mortgaged
property.

WITNESS the hand and seal of the said mortgagor this 31st day of January 1950
Thos. J. McNamee Charles T. Mower (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 31st day of January 1950, before me, the
subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally
appeared Charles T. Mower the within mortgagor and acknowledged the afore-
going Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles
A. Piper, President of the within named mortgagee, and made oath in due form of law that the
consideration in said mortgage is true and bona fide as therein set forth, and further made oath
that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J McNamee

Notary Public

And it is Agreed that until default be made in the premises, the said
Elmer K. Michael and Ruth E. Michael his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Elmer K. Michael and Ruth E. Michael, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

Farmers and Merchants Bank of Keyser, West Virginia, a corporation
its successors

~~its successors, administrators and assigns, or~~ Lester Reynolds
~~their duly constituted attorney or agent, are hereby authorized and empowered, at~~
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Elmer K. Michael and Ruth E. Michael his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor Elmer K. Michael and Ruth E. Michael their representatives, heirs or assigns.

And the said Elmer K. Michael and Ruth E. Michael his wife, do

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred Dollars (\$1,500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of

fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent

of its ~~lien~~ lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

A. L. Matlick
A. L. Matlick

Elmer K. Michael (Seal)

Ruth E. Michael (Seal)

(Seal)

(Seal)

WEST VIRGINIA
State of Maryland,
MINERAL
Allegany County, to wit:

I hereby certify, That on this 6th day of February

in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Elmer K. Michael and Ruth E. Michael his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared George R. Davis, President and Cashier of
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

My commission expires Jan 7, 1953.

C. B. Hott

Notary Public

Charles T. Mower

To

Filed and Recorded February 3rd 1950 at 1:00 P.M.

Chattel Mortgage

The Liberty Trust Company, Cumberland, Maryland

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 31st day of January 1950, by and
between Charles T. Mower

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST
COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party
of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the
second part in the full sum of One Thousand One Hundred Twenty-five Dollars and 16/100 (\$1125.16)
payable one year after date hereof, together with interest thereon at the rate of five per cent
(5%) per annum, as is evidenced by the promissory note of the said party of the first part
of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said
party of the first part hereby covenants to pay to the said party of the second part, as and when
the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and
of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, trans-
fer, and assign unto the said party of the second part, its successors and assigns following
described personal property:

1950 Dodge 4 Door Sedan Motor # D34-11079 Serial #31426901

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party
of the second part, its successors and assigns, forever.

Provided, however, that if the said Charles T. Mower
shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel
Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second
part in case default shall be made in the payment of the said indebtedness, or if the party of the
first part shall attempt to sell or dispose of the said property above mortgaged, or any part
thereof, without the assent to such sale or disposition expressed in writing by the said party of
the second part, or in the event the said party of the first part shall default in any agreement
covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby
shall become due and payable at once, and these presents are hereby declared to be made in trust,
and the said party of the second part, its successors and assigns, or William C. Walsh, its duly
constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the
premises where the aforesaid vehicle may be or be found, and take and carry away
the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the
purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in
manner following to wit: by giving at least ten days notice of the time, place, manner and terms of
sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public
auction for cash, and the proceeds arising from such sale shall be applied first to the payment of
all expenses incident to such sale, including taxes and a commission of eight per cent to the party
selling or making said sale; secondly, to the payment of all moneys owing under this mortgage
whether the same shall have then matured or not; and as to the balance to pay the same over to the
said Charles T. Mower his personal representatives and assigns, and in
the case of advertisement under the above power but not sale, one-half of the above commission shall
be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions
of this mortgage, the said party of the first part may remain in possession of the above mortgaged
property.

WITNESS the hand and seal of the said mortgagor this 31st day of January 1950,
Thos. J. McNamee Charles T. Mower (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 31st day of January 1950, before me, the
subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally
appeared Charles T. Mower the within mortgagor and acknowledged the afore-
going Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles
A. Piper, President of the within named mortgagee, and made oath in due form of law that the
consideration in said mortgage is true and bona fide as therein set forth, and further made oath
that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J McNamee

Notary Public

LIBER NO

231

James Edmund Lancaster et al
To Filed and recorded February 10th 1950 at 1:00 P.M.
The Liberty Trust Company, Cumberland, Maryland

Chattel Mortgage

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 8th day of February 1950, by and between James Edmund Lancaster, Mrs. Hazel M. Lancaster, of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Eight Hundred Two Dollars and 66/100 (\$802.66) payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:
1946 Dodge 4 Door Sedan Motor # D2424912 Serial # 30668744

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said James Edmund Lancaster, Mrs. Hazel M. Lancaster shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said James Edmund Lancaster, Mrs. Hazel M. Lancaster, or their personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 8th day of February 1950,
Thos J McNamee
James Edmund Lancaster (SEAL)
Mrs. Hazel M. Lancaster

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 8th day of February 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Mrs. Hazel M. Lancaster the within mortgagor and acknowledged the aforesaid Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J. McNamee
Notary Public

Abe Louny, et al Trustees
To Filed and recorded February 9th 1950 at 9:00 A.M.
The Second National Bank of Cumberland, Maryland Mortgagee
(Stamps \$4.95)

This Mortgage

Made this 8th day of February in the year Nineteen Hundred and Fifty, by and between Abe Louny, Alvin Ingram, and John I. Spiker Trustees for the Military Order of the Purple Heart of Cumberland, Maryland, an unincorporated body, of Allegany County, in the State of Maryland, part ies of the first part, and The Second National Bank of Cumberland, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

Whereas, The parties of the first part, Trustees as aforesaid, are indebted unto the party of the second part in the sum of Forty-five Hundred (\$4,500.00) Dollars this day loaned the parties of the first part by the party of the second part, and which principal sum of Forty-five Hundred (\$4,500.00) Dollars, with interest at 5% per annum, is to be repaid by the parties of the first part to the party of the second part in payments of not less than One Hundred Dollars (\$100.00) per month; said payments to be applied first to interest and the balance to principal. The first of said payments to be due one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southeasterly side of Greene Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 51 in Annandale Addition to Cumberland, and particularly described as follows:

BEGINNING for the same on the Southeasterly side of Greene Street at the end of the third line of the lot conveyed by Hume O. Annan to Isaac H. Bane and wife, by deed dated May 26, 1921, and recorded in Liber No. 136, folio 673, of the Land Records of Allegany County, and running thence reversing said third line, South 40 degrees 37 minutes East 100 feet to the Northwesterly side of an alley, thence with said side of said Alley, North 49 degrees 23 minutes East 50 feet to Lot No. 50, thence with the Southwesterly side of said Lot No. 50 and at right angles to said Alley, North 40 degrees 37 minutes West 22.54 feet to Greene Street, then with Greene Street 52.96 feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Charles G. Holzshu by deed dated the 11th day of June, 1946, and which deed is recorded among the Land Records of Allegany County in Liber No. 209, folio 366.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their successors, representatives or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Forty-five Hundred (\$4,500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their successors representatives, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its representatives, successors or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successor or

assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred (\$4,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Angela W. McClure

As Witness to all signatures

Abe Loundy (Seal)

Alvin Ingram (Seal)

John I. Spiker (Seal)

TRUSTEES FOR THE MILITARY ORDER OF THE PURPLE HEART OF CUMBERLAND, MARYLAND.

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 8th day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Abe Loundy, Alvin Ingram, and John I. Spiker, Trustees for The Military Order of the Purple Heart of Cumberland, Maryland

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Chas. S. Shaw

Notary Public

Abe Loundy et al Trustees

To William McGregor et ux

Filed and Recorded February 9th 1950 at 9:15 A.M.

Mortgage (Stamps \$.55)

This Mortgage, Made this 8th day of February

in the year Nineteen Hundred and Fifty, by and between Abe Loundy, Alvin Ingram, and John I. Spiker, Trustees for the Military Order of the Purple Heart of Cumberland, Maryland, an unincorporated body, of Allegany County, in the State of Maryland parties of the first part, and William McGregor and Naomi D. McGregor, his wife,

of Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Whereas, The parties of the first part, Trustees as aforesaid, are indebted unto the parties of the second part in the sum of Seven Hundred Dollars (\$700.00) this day loaned the parties of the first part by the parties of the second part, which principal sum of \$700.00 is to be repaid by the parties of the first part to the parties of the second part, one year from the date hereof, together with interest at 6% per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southeastly side of Greene Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 51 in Annandale Addition to Cumberland, and particularly described as follows:

BEGINNING for the same on the Southeastly side of Greene Street at the end of the third line of the lot conveyed by name O. Annan to Isaac H. Bane and wife, by deed dated May 26, 1921, and recorded in Liber No. 136 folio 673, of the Land Records of Allegany County, and running thence reversing said third line South 40 degrees 37 minutes East 100 feet to the Northwestly side of an Alley, thence with said side of said Alley, North 49 degrees 23 minutes East 50 feet to Lot No. 50, thence with the Southwestly side of said Lot No. 50 and at right angles to said Alley, North 40 degrees 37 minutes West 82.54 feet to Greene Street, then with Greene Street 52.96 feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Charles G. Holzshu by deed dated the 11th day of June, 1946, and which deed is recorded among the Land Records of Allegany County in Liber No. 209 folio 366.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their successors representatives or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Seven Hundred (\$700.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or William M. Somerville his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their successors, representatives ~~heirs~~ or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ~~s~~, their ~~representatives~~, ~~heirs~~ or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred (\$700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee ~~s~~, their heirs or assigns, to the extent of --- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee ~~s~~, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest

Angela W. McClure
As witness to all signatures

Abe Loundy (Seal)
Alvin Ingram (Seal)
John I. Spiker (Seal)

TRUSTEES FOR THE MILITARY ORDER OF THE
PURPLE HEART OF CUMBERLAND, MARYLAND.

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 8th day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Abe Loundy, Alvin Ingram, and John I. Spiker Trustees of The Military Order of the Purple Heart of Cumberland, Maryland

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared William McGregor one of

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Charles E. Shaw

Notary Public

Louis W. Hicks et ux To The First National Bank of Piedmont, West Virginia

This Mortgage,

PURCHASE MONEY Made this Third day of February

in the year Nineteen Hundred and fifty

Louis W. Hicks and Mary B. Hicks his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The First National Bank of Piedmont, West Virginia, a corporation organized and incorporated under the National Banking Laws

parties of the second part, WITNESSETH:

Whereas, the said Louis W. Hicks and Mary B. Hicks, his wife, parties of the first part, are indebted unto the said The First National Bank of Piedmont, West Virginia, in the just and full sum of Two thousand (\$2,000.00) dollars, as evidenced by their negotiable promissory note, of even date herewith, for said sum of two thousand (\$2,000.00) dollars payable on demand to the order of the said The First National Bank of Piedmont, West Virginia, with interest from date and to be repaid in sums of not less than Forty-six dollars and ninety-eight cents (\$46.98) per month until said full amount of principal and interest has been fully paid, to secure the payment of which said sum of Two thousand (\$2000.00) dollars, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Louis W. Hicks and Mary B. Hicks, his wife, parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Piedmont, West Virginia, its successors

heirs and assigns, the following property, to-wit:

All of the following described real estate situated in the Town of Westernport, Allegany County, Maryland, to wit:

All of that parcel of land situated on the Southwest side of Maryland Avenue, in the Town of Westernport, Allegany County, Maryland as laid out on the plat of the Westernport Real Estate and Improvement Company, a corporation, improved by House Number Three hundred and fourteen (314) beginning for the same at a point on the Southwest side of Maryland Avenue One hundred and sixty-four (164) feet and Six (6) inches distant from the Northwest corner of the intersection of Maryland Avenue and Second Street in said Town; thence leaving said Avenue and running along the dividing line and partition between House No. 316 and House No. 314 South Forty-six degrees Twenty minutes West One hundred (100) feet to the Northeast side of a ten foot Alley; thence running along said alley North Forty-three degrees Twenty minutes West Twenty-two feet (22) to a point; thence running along the dividing line and partition between House No. 312 and House No. 314 North Forty-six degrees Twenty minutes East One hundred (100) feet to the Southwest side of Maryland Avenue; thence running along said Avenue South Forty-three degrees twenty minutes East Twenty-two (22) feet to the place of beginning; being the same property which was conveyed to the said Louis W. Hicks and Mary B. Hicks, his wife, by the West Virginia Pulp and Paper Company, a corporation, dated January 19th, 1950, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage; and this Mortgage is made subject to all the conditions and restrictions as contained and set forth in the aforesaid Deed from the West Virginia Pulp and Paper Company to which said Deed reference is hereby specially made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Louis W. Hicks and Mary B. Hicks, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Piedmont, West Virginia its successors ~~or assigns~~ the aforesaid sum of Two Thousand (\$2000.00) dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Found Correct
To Register Piedmont W.Va.
Feb 27 1950

And it is Agreed that until default be made in the premises, the said
Louis W. Hicks and Mary B. Hicks, his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
Louis W. Hicks and Mary B. Hicks
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
The First National Bank of Piedmont, West Virginia, its successors

and assigns, or Harry K. Drane
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Louis W. Hicks and Mary B. Hicks, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Louis W. Hicks and Mary B. Hicks his wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors and
assigns, the improvements on the hereby mortgaged land to the amount of at least

Two thousand Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee its successors, heirs or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagors

Attest	T.W. Whitworth	Louis W. Hicks	(Seal)
	T.W. Whitworth	Mary B. Hicks	(Seal)
			(Seal)
			(Seal)

State of Maryland

Allegany County, to-wit:

STATE OF WEST VIRGINIA MINERAL COUNTY, TO WIT:

I hereby certify, That on this -- day of February

in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Louis W. Hicks and Mary B. Hicks his wife,

and -- acknowledged the foregoing mortgage to be -- act and deed; and
at the same time before me also personally appeared J.D. Thomas, Vice-President of The First
National Bank of Piedmont, West Virginia,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)
My Commission expires Jan. 8, 1958

Tracy W. Whitworth

Notary Public

John J. Porter et ux Filed and Recorded February 10th 1950 at 11:40 A.M. Mortgage
Hezekiah N. Shoemaker et ux

This Mortgage

Made this 10th day of February

in the year Nineteen Hundred and Fifty

John J. Porter and Mary L. Porter, his wife,

of Corriganville, Allegany County, in the State of Maryland

parties of the first part, and Hezekiah N. Shoemaker and Bessie Pearl Shoemaker
his wife, both of Election District No. 16

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the
second part in the full and just sum of Seven Hundred and twenty five dollars (\$725.00) said
amount being the balance of the purchase price owing on the hereinafter described property,
which indebtedness is evidenced by the promissory note of the said parties of the first part of
even date herewith and payable to the order of the said parties of the second part in the
amount of at least thirty dollars (\$30.00) per month on account of said indebtedness without
interest.

Whereas, it was understood and agreed by the parties hereto that this mortgage should be
executed in order to secure the prompt payment of said indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, their

heirs and assigns, the following property, to-wit: All that piece and parcel of real estate
situated in Election District No. 16 of Allegany County, Maryland and being more particularly
described as follows: Beginning for the same at a stake in a stone pile, at the end of the 2nd
line of "Raccoon Harbor," which is also the end of the 41st line of the tract conveyed by the
Safe Deposit and Trust Company to Andrew J. Hamilton, said stake in stone pile being pointed
out by Edward L. Myers, and running thence South 30 degrees West 62 perches (corrected distance)
to a stake in a stone pile, thence South 55 degrees East 43 2/3 perches to a large white
oak standing on the east side of the Stafford Road, thence with said road, North 12 degrees
East 9.4 perches; North 25 degrees East 48.5 perches; North 10 degrees East 12.1 perches; and
North 42 degrees East 10.7 perches to a maple tree on the east bank of said road, thence West
10.5 perches to a stake, thence South 65 degrees West 22 perches to a stake in a stone pile,
at a small maple tree, thence North 58 degrees West 21 perches to the beginning, containing
17.4 acres more or less. Being the same piece and parcel of land which was conveyed unto the
parties of the second part herein, by Edgar L. Myers also known as Edward L. Myers and Laura
E. Myers, his wife, by deed bearing date the 12th day of May, 1948 and recorded among the land
records of Allegany County, Maryland, in Liber No. 220, Folio 572, a special reference to which
deed is hereby made as to the parcel of land excepted from the above description and which was
conveyed unto Ida Middleton. And likewise being the same piece and parcel of land which was con-
veyed unto the parties of the first part herein by the parties of the second part, by deed of
even date and intended to be recorded among the land records of Allegany County, Maryland, simul-
taneously with this instrument.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executors, administrators or assigns, the aforesaid sum of Seven Hundred and Twenty Five
dollars, together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Compared and Mailed Delivered
To: Tracy W. Whitworth
Feb 27 19 50

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Estel C. Kelley his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure, forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee s, their assigns, the improvements on the hereby mortgaged land to the amount of at least Six hundred Dollars (\$600.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee s may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest

Mabel Boor as to both

John J. Porter

Mary L. Porter

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 10th day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared John J. Porter and Mary L. Porter his wife,

and did each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Ezekiah M. Shoemaker and Bessie Pearl Shoemaker his wife, the within named mortgagee s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Mabel Boor

Notary Public

Leo A. Niland et ux To Filed and Recorded February 14th 1950 at 9:45 A.M. Mortgage
The Citizens National Bank of Westernport, Maryland

This Mortgage

MADE this Thirteenth day of February

in the year Nineteen Hundred and Fifty

Leo A. Niland and Anna E. Niland his wife, by and between

of Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland, duly incorporated under the Banking laws of the United States of America,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said party of the second part for money borrowed in the just sum of Two Thousand Dollars (\$2,000.00) as evidenced by the Demand Promissory Note of the said parties of the first part, dated of even date herewith, payable unto the order of the said party of the second part, with interest at the rate of Six Percent (6%) per Annum, in the just sum of Two Thousand Dollars (\$2,000.00) and

WHEREAS, the said parties of the first part agreed that they execute this Mortgage for the purpose of securing the above described Promissory Note, and WHEREAS, the money borrowed hereunder is for the purchase price of the hereinafter described real estate, and therefore this is a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that parcel of land located on the plat of Spangler's Addition to West Piedmont or Luke, in Allegany County, Maryland, known as part of lots numbers 20, 21 and 22 in said Addition fronting on the North West side of Mullan Avenue, improved by house numbered 103, and being the same property which was conveyed by the West Virginia Pulp and Paper Company, a corporation to the parties of the first part herein by deed of January 13, 1950, which deed is to be recorded among the land records of Allegany County, Maryland at the same time as this purchase money mortgage, and to which deed when so recorded a reference is hereby specially made for a definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors executor, administrator or assigns, the aforesaid sum of two thousand dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Helen Westingford Mrs. Wm.
Feb. 27 1951

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, its or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest

Horace P. Whitworth, Jr.

Leo A. Niland (Seal)

Anna E. Niland (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this thirteenth day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Leo A. Niland and Anna E. Niland, husband and wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, President of The Citizens National Bank of Westernport, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the President of -- July authorized to make this affidavit

(Notarial Seal)
My Commission Expires May 7, 1951.

Richard H. Whitworth

Notary Public

Emory F. Kitzmiller et ux

Aden Campbell et ux

This Mortgage,

PURCHASE MONEY

in the year Nineteen Hundred and Fifty

Emory Floy Kitzmiller and Mary D. Kitzmiller, his wife,

Filed and Recorded February 14th 1950 at 9:45 A.M.

Mortgage

Made this Fourteenth day of February

, by and between

of Allegany

County, in the State of Maryland

parties of the first part, and

Aden Campbell and Madelyn D. Campbell, his wife,

of Mineral

County, in the State of West Virginia

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the sum of Twenty One Hundred Eighty Three Dollars (\$2,183.00) as evidenced by the Promissory Note of the said parties of the first part of even date herewith, payable unto the order of the said parties of the second part, with interest at the rate of Six Percent (6%) per Annum, in the sum of Twenty One Hundred Eighty Three Dollars, (\$2,183.00) and *WHEREAS*, it is agreed by the said parties of the first part that this Mortgage be signed and executed by them as security for the aforesaid note, and said note is payable On Demand. *WHEREAS*, the aforesaid borrowed money is for the Purchase price of the hereinafter described real estate and therefore this is a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All of the following described real estate as located in the Town of Luke, in Allegany County, Maryland, beginning for the same as all of that Lot Number Two Hundred Ninety Six (296) on the West side of Fairview Street as laid out on the plat of West Piedmont, or the Town of Luke, in Allegany County, Maryland, beginning for the same at the South East corner of Lot Number Two Hundred Ninety Five (295) on said plat; and running thence along the West side of Fairview Street South twenty five (25) degrees Twenty (20) minutes West Twenty five (25) feet to a point; thence North Sixty Four (64) degrees Forty (40) minutes West one hundred (100) feet to the East side of Peach Alley; thence along the East side of Peach Alley North twenty five (25) degrees Twenty (20) minutes East Twenty five (25) feet to a point; thence along the center dividing line and partition between House Numbers Three Hundred Thirty One (331) and Three hundred Twenty Nine (329) South sixty four (64) degrees Forty (40) minutes East one hundred (100) feet to the place of beginning on Fairview Street.

Being part of the same property as conveyed unto the said West Virginia Pulp and Paper Company, a Delaware Corporation, by the West Virginia Pulp and Paper Company, a West Virginia Corporation, by deed dated January 31, 1910, and recorded among the Land records of Allegany County, Maryland, in Liber No. 105, Folio 549. Being also the same property as conveyed unto the said parties of the first part herein by the said West Virginia Pulp and Paper Company, a Delaware Corporation by deed dated January 30, 1950, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage.

ALSO, all of those two parcels of land known as Lots Numbers Twenty six (26) and Twenty Seven (27) in Section "K" of Greene's Highland Park Addition to the Town of Westernport, Maryland as conveyed unto Mary Doris Kitzmiller by Horace P. Whitworth, Trustee and Attorney in Fact, by deed dated November 3, 1938, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 182, Folio 14.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Twenty One Hundred Eighty Three Dollars (\$2,183.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To Judge Peckham
Feb 27 19 50

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty One Hundred and Eighty Three & 00/100

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest
Emory Floyd Kitzmiller (Seal)
Horace P. Whitworth, Jr. Mary D. Kitzmiller (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Fourteen day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Emory Floyd Kitzmiller and Mary D. Kitzmiller, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Aden Campbell and Mabelyn D. Campbell his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

My Commission Expires May 7, 1951.

Richard H. Whitworth

Notary Public

Charles D. Airesman
To Mary G. Airesman, Filed and Recorded February 15th 1950 at 9:15 A.M.

Mortgage

Chas. Mortgage. Made this 14th day of February in the year Nineteen Hundred and Fifty, by and between

Charles D. Airesman single

of Allegany County, in the State of Maryland part y of the first part, and Mary G. Airesman, divorced,

of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, the said party of the first part stands indebted unto the said party of the second part in the full and just sum of Twelve Hundred (\$1200.00) Dollars, which said sum is payable to the said party of the second part, three months after date, without interest, The said party of the first part shall have the right to pay all or any portion of the said indebtedness at any time.

This is a purchase money mortgage and given to secure the payment of the purchase money for the property hereinafter conveyed and described.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part

heirs and assigns, the following property, to-wit: all those two lots or parcels of ground situated in the village of Eilerslie, Allegany County, Maryland, known and designated as Lots Numbers Seven and Eight on the west side of the street in Cook's Second Addition to Eilerslie, and particularly described as follows, to-wit: BEGINNING for the same on the west side of a street twenty-nine and one-half feet at the end of the first line of Lot Number Six on said side of said street, in said Addition, and running thence with said street, south twenty-four and one-half degrees west one hundred and ten feet, then north sixty-five and one-half degrees west one hundred and eight and one-fourth feet, then north sixty-five and one-half degrees west one hundred and eight and one-fourth feet to an alley twelve feet wide and with it, north twenty-four and one-half degrees east one hundred and ten feet to the end of the second line of said Lot Number Six and reversing it, south sixty-five and one-half degrees east one hundred and eight and one-fourth feet to the beginning.

It being the same property conveyed to the said Charles D. Airesman single, by Mary G. Airesman divorced, by deed of even date with this mortgage, and which is to be recorded simultaneously among the Land Records of Allegany County, Maryland.

This is a purchase money mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, parties of the first part mortgage debt and interest thereon, the said,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty One Hundred and Eighty Three & 00/100

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of --- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Emory Floyd Kitzmiller (Seal)

Horace P. Whitworth, Jr.

Mary D. Kitzmiller (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Fourteen day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Emory Floyd Kitzmiller and Mary D. Kitzmiller, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Aden Campbell and Madelyn D. Campbell his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) My Commission Expires May 7, 1951.

Richard H. Whitworth

Notary Public

Charles D. Airesman

To Mary G. Airesman Filed and Recorded February 15" 1950 at 9:15 A.M.

Mortgage

First Mortgage, Made this 14th day of February in the year Nineteen Hundred and fifty

Charles D. Airesman single

of Allegany County, in the State of Maryland part y of the first part, and Mary G. Airesman, divorced,

of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, the said party of the first part stands indebted unto the said party of the second part in the full and just sum of Twelve Hundred (\$1200.00) Dollars, which said sum is payable to the said party of the second part, three months after date, without interest,. The said party of the first part shall have the right to pay all or any portion of the said indebtedness at any time.

This is a purchase money mortgage and given to secure the payment of the purchase money for the property hereinafter conveyed and described.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part

heirs and assigns, the following property, to-wit: all those two lots or parcels of ground situated in the village of Eilerslie, Allegany County, Maryland, known and designated as Lots Numbers Seven and Eight on the west side of the street in Cook's Second Addition to Eilerslie, and particularly described as follows, to-wit: BEGINNING for the same on the west side of a street twenty-nine and one-half feet at the end of the first line of Lot Number Six on said side of said street, in said Addition, and running thence with said street, south twenty-four and one-half degrees west one hundred and ten feet, then north sixty-five and one-half degrees west one hundred and eight and one-fourth feet, then north twenty-four and one-half degrees east one hundred and eight and one-fourth feet to an alley twelve feet wide and with it, north twenty-four and one-half degrees east one hundred and ten feet to the end of the second line of said Lot Number Six and reversing it, south sixty-five and one-half degrees east one hundred and eight and one-fourth feet to the beginning.

It being the same property conveyed to the said Charles D. Airesman single, by Mary G. Airesman divorced, by deed of even date with this mortgage, and which is to be recorded simultaneously among the Land Records of Allegany County, Maryland.

This is a purchase money mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part his heirs, executors, administrators or assigns, do and shall pay to the said said party of the second part, her executor, administrator or assigns, the aforesaid sum of Twelve Hundred (\$1200.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered To Mr. E. Charles McJannet Feb 17 1950

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, her

Julius E. Schindler

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, his

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

forty-five hundred (\$4,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~share~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Julius E. Schindler

Charles D. Airesman (Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 14th day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles D. Airesman

and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Mary G. Airesman

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gertrude R. Baggett

Notary Public

Orland Harvell et ux, Filed and Recorded February 16 " 1950 at 9:00 A.M. Mortgage
Edward J. Ryan

This Mortgage, Made this 14th day of February

in the year Nineteen Hundred and Fifty, by and between

Orland Harbell and Rose Harbell, his wife,

of Allegany County, in the State of Maryland

part 1st of the first part, and Edward J. Ryan

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the said party of the second part in the full and just sum of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) the same being the full purchase price for the hereinafter described property, which said sum the parties of the first part promise to pay to the order of the party of the second part in consecutive monthly installment of not less than Thirty Dollars, (\$30.00) a month together with interest on said indebtedness at the rate of Six Per Centum (6%) Per Annum, payable semi annually until the full sum of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) and interest has been paid and satisfied.

The sum hereby secured being the full purchase price for said property and is therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All those lots or parcels of land, lying in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 29 and half of Lot No. 28 in the Holzshu Realty Company's Addition to Cumberland, and described in one parcel as follows, to-wit: BEGINNING at the intersection of the South side of Winner Street, with the West side of a 15 foot alley, and running thence with the South side of Winner Street, North 82 degrees 15 minutes West 25 feet, then at right angles to said Winner Street, South 7 degrees 45 minutes West 65 feet to a ten foot alley, thence with said alley, South 32 degrees 15 minutes East 35 feet to the aforesaid 15 foot alley, and with it, North 7 degrees 45 minutes East 65 feet to the place of beginning, according to the plat of said Addition, recorded among the Land Records of Allegany County, in Liber No. 117, folio 730.

It Being the same property which was conveyed unto the said parties of the first part by Minnie Mary Smith, widow, by deed dated the 14th day of February 1950, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs,

executors, administrators or assigns, the aforesaid sum of Four Thousand Two Hundred Fifty Dollars (\$4,250.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed & Witnessed
To Notary Public
Feb 17 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs

assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Two Hundred Fifty Dollars (\$4,250.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal s of said mortgagor s

Attest

Edw J Ryan
Wm. L. Wilson, Jr.

Orland Harbell (Seal)
Rose O. Harbell (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 14th day of February in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Orland Harbell and Rose Harbell, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Edward J. Ryan the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William L. Wilson, Jr.

Notary Public

Frank Molinari Jr et ux Filed and Recorded February 17 1950 at 11:45 A.M. Mortgage
The Second National Bank of Cumberland, Maryland (Stamps \$19.25)

This Mortgage, Made this 16th day of February in the year Nineteen Hundred and Fifty

by and between Frank Molinari, Jr. and Jane R. Molinari, his wife

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Fifty Thousand (\$50,000.00) Dollars, this day loaned to the parties of the first part by the party of the second part, and which is to be repaid with interest at 5% per annum, in payments of not less than One Thousand Dollars (\$1,000.00) per month, said payments to be applied first to interest, and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

Of the above \$32,500.00 represents Purchase Money Mortgage the money to be used for improvement of the property herein conveyed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

heirs and assigns, the following property, to-wit:

First Parcel: All that parcel of real estate situated on North Mechanic Street, in Cumberland, Allegany County, Maryland, being the same property which was conveyed to the said Frank Molinari, Jr. and Jane Molinari, his wife, by Maude M. Buckholtz widow, by deed dated August 7, 1946, and recorded in Liber 210, folio 469, one of the Land records of Allegany County, Maryland.

Second Parcel: All that parcel of real estate situate on North Mechanic Street, in Cumberland, Maryland, which was conveyed to the said Frank Molinari Jr. and Jane Molinari, his wife by F. Gustav Blaul, et ux by deed dated March 11, 1944, and recorded in Liber No. 199 folio 60, one of the Land Records aforesaid; and being also the same properties which by deed dated the day of February 1950, were conveyed by the said The Second National Bank of Cumberland, Maryland, to the parties of the first part, and which is to be recorded among said Land Records of Allegany County, Maryland, with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Fifty Thousand (\$50,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Helge City Feb 17 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifty thousand (\$50,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest	J. H. Mosner	Frank Molinari, Jr.	(Seal)
	J. H. Mosner	Jane R. Molinari	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 16th day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Frank Molinari Jr. and Jane R. Molinari, his wife,

and each acknowledged the foregoing mortgage to be their respective and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Joseph F. Stakem

Notary Public

#####

A. Welton Davis et ux
To
Filed and Recorded February 17th 1950 at 8:30 A.M.
The First National Bank of Piedmont, West Virginia

Mortgage

This Mortgage, Made this Third day of February
PURCHASE MONEY
in the year Nineteen Hundred and fifty

, by and between

A. Welton Davis and Hazel G. Davis, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The First National Bank, of Piedmont, West Virginia, a corporation organized and incorporated under the National Banking Laws

part y of the second part, WITNESSETH:

Whereas, the said A. Welton Davis and Hazel G. Davis, his wife, parties of the first part, are indebted unto the said The First National Bank, of Piedmont, West Virginia, in the just and full sum of Fourteen hundred and forty (\$1440.00) dollars as evidenced by their negotiable, promissory note, of even date herewith, for said sum of Fourteen hundred and forty (\$1440.00) dollars payable on demand to the order of The First National Bank of Piedmont, West Virginia, with interest and to be repaid in sums of not less than Sixteen dollars (\$16.00) per month until said full amount of principal and interest has been fully paid, to secure the payment of which said sum of Fourteen hundred and forty (\$1440.00) dollars, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said A. Welton Davis and Hazel G. Davis, his wife, parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank, of Piedmont, West Virginia, its successors

and assigns, the following property, to-wit: All of the following described real estate situated and located in the Town of Luke, Allegany County, Maryland, to wit: All of that lot known as Lot Number One hundred and sixty-four (164) as laid out on the Plat of West Piedmont or Luke, in Allegany County, Maryland, improved by House Number Four hundred and seven (407) on Pratt Street in said Town, beginning for the same on the West side of said Pratt Street at the Southeast corner of Lot No. 163 on the aforesaid Plat, and running thence through the center dividing line and partition of House No. 407 and House No. 405, North Sixty-four (64) degrees Forty (40) minutes West One hundred (100) feet to the East side of Fairview Street; thence running along said Fairview Street South Twenty-five degrees Twenty minutes West Twenty-five (25) feet; thence running South Sixty-four (64) degrees Forty (40) minutes East One hundred (100) feet to the West side of Pratt Street; thence running along Pratt Street North Twenty-five (25) degrees Twenty (20) minutes East Twenty-five (25) feet to the place of beginning; being the same property which was conveyed unto the said A. Welton Davis and Hazel G. Davis, his wife, by the West Virginia Pulp and Paper Company, a corporation, by Deed dated January 23rd, 1950, and to be recorded among the Land records of said Allegany County, Maryland, prior to the recording of this Mortgage; and this Mortgage is made subject to all the reservations and conditions as contained and set forth in the said Deed from the said West Virginia Pulp and Paper Company to which said Deed reference is hereby specially made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said A. Welton Davis, and Hazel G. Davis, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Piedmont, West Virginia, its successors or assigns, the aforesaid sum of Fourteen hundred and forty (\$1440.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
A. Welton Davis and Hazel G. Davis, his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
A. Welton Davis and Hazel G. Davis
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
The First National Bank, of Piedmont West Virginia, its successors

and assigns, or Harry K. Drane
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

A. Welton Davis, and Hazel G. Davis, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said A. Welton Davis and Hazel G. Davis, his wife

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors and
assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen hundred Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee its successors, heirs or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest J. D. Thomas

J. D. Thomas

A. Welton Davis (Seal)

Hazel G. Davis (Seal)

(Seal)

(Seal)

State of Maryland

County of Mineral

STATE OF WEST VIRGINIA, MINERAL COUNTY TO WIT:

I hereby certify, That on this -- day of February

in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of West Virginia, in and for said County, personally appeared
A. Welton Davis and Hazel G. Davis, his wife,

and --- acknowledged the foregoing mortgage to be their respective
act and deed; and
at the same time before me also personally appeared J. D. Thomas, Vice-President of The First
National Bank of Piedmont, West Virginia
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My commission expires Jan. 8, 1958

Tracy W. Whitworth

Notary Public

John W. Cooper et al

Chattel Mortgage

To Filed and Recorded February 8th 1950 at 8:30 A.M.

Family Finance Corporation

Account No. 16371

Actual Amount of this Loan \$300.00

Cumberland, Maryland, February 6, 1950

KNOW All Men by these presents that the undersigned Mortgagors do by these presents bar-
gain, sell and convey to Family Finance Corporation Vogel Building, 121 Balto. Street, Cumber-
land Maryland for and in consideration of a loan, receipt of which is hereby acknowledged by
mortgagors in the sum of Three Hundred--no/100 Dollars (\$300.00) as evidenced by a certain
promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which
includes interest at the rate of three per centum (3%) per month on the unpaid principal bal-
ance, the first of which instalments shall be payable thirty (30) days from the date hereof,
together with a final instalment covering any unpaid principal balance, including interest
which instalment is due and owing Twenty months from the date hereof; the personal property
described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at
--in the City of--County of--State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.	Weight	Other Identification
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All the furniture household appliances and equipment, and all other goods and chattels
now located in or about Mortgagors' residence at 28 Bedford St., in the City of Cumberland,
County of Allegany Maryland,
1,3-piece living room suite red and blue, 1 philco cabinet radio, 1 red heavy rug, 1 floorlamp,
1 bulb, 1 desk and chair, 1 coffee table walnut, 1 walnut table, 4 walnut chairs, 1 walnut
buffet, 1 walnut china closet, 1 Estate stove, 4 chairs, 2 table maps, 1 easy green electric
1 Kelvinator 187682, 1 gas real Host stove, 1 utility cabinet white, 1 walnut bed, 1 walnut bed,
1 walnut dresser, 1 walnut wardrobe, 1 red heavy rug, 1 utility stool and vanity, 1 walnut ward-
robe.

--including all cooking and washing utensils, pictures, fittings, linens, china, crockery
musical instruments and household goods of every kind and description now located in or about the
Mortgagors' residence indicated above.

TO HAVE AND TO HOLD all and singular, the said personal property unto said Mortgagee, its
successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and
that there is no lien claim or encumbrance or conditional purchase title against said personal
property or any part thereof, except None.

PROVIDED, NEVERTHELESS that if the Mortgagors shall well and truly pay unto the said Mort-
gagee the said sum as above indicated the actual amount of money lent and paid to the under-
signed borrower, according to the terms of and as evidenced by that certain promissory note of
even date herewith above referred to; then these presents and everything herein shall cease and
be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland
or said other mortgaged personal property from the above described premises without consent in
writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal prop-
erty shall be subject to view and inspection by Mortgagee, its successor and assigns, at any
time.

It is further agreed and understood that if the Mortgagee so requires, the security shall
be kept insured at the expense of the Mortgagors during the term of this Mortgage.

In the event default shall be made in the payment of said debt according to the terms of
said note, then the entire remaining unpaid principal, together with interest as aforesaid

surplus shall be paid to the Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Whenever the context so requires plural words shall be construed in the singular.

Description of mortgaged property.

All of the household goods now located in or about Mortgagors' residence at their address above set forth.

1 elec range, 1 k tab, 1 sink, 1 washer, 1 ice box, 1 dou bed, 1 dresser, 1 chest of drawers, 1 night tab, 1 tab radio, 1 heatrola, 1 chest of drawers, 1 couch, 1 rocker, 1 meat display case.

WITNESS the hands and seals of Mortgagors the day of the date hereof above written.

Signed, sealed and delivered in the presence of:

S. F. Wallis Harold Metz (Seal)

J. M. Bond Frances Metz (Seal)

STATE OF MARYLAND

CITY OF Cumberland SS:

I hereby certify that on this 6 day of February 1950 before me, the subscriber a Notary Public of Maryland in and for said city, personally appeared Harold Metz and Frances Metz, his wife Mortgagor(s) named in the foregoing mortgage and acknowledged the same to be Their act. And, at the same time before me also personally appeared S. F. Wallis Attorney in fact of Household Finance Corporation the Mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

John M. Bond, Notary Public.

For value received, Household Finance Corporation, Mortgagee in the within mortgage, hereby releases the foregoing mortgage this 14 day of June, 1950

Household Finance Corporation

By J. M. Bond

6/15/50

James A. Reidler et ux

Mortgage

To Filed and recorded February 8th 1950 at 10:10 A.M.

The Fidelity Savings Bank of Frostburg,
Allegany County, Maryland

THIS PURCHASE MONEY MORTGAGE, Made this 6th day of February in the year Nineteen Hundred and Fifty by and between James A. Reidler and Mary Hanna Reidler, his wife, of Allegany County in the State of Maryland of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular and the feminine as well as the masculine as the context may require and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity

Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Two thousand Two Hundred Dollars (\$2,200.00) with interest at the rate of --per centum (--) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-four and 43/100 Dollars (\$24.43) commencing on the 6th day of March, 1950 and on the 6th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 6th day of February 1960. Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James A. Reidler and Mary Hanna Reidler, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT piece or parcel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and consisting of the westerly one-half of Lot Number Forty-three (43) and the whole of Lot Number Forty-four (44) in G. W. McCulloh's Addition to the said town of Frostburg, said property being described as a whole as follows:

BEGINNING for the same at a point midway on the 1st line of Lot No. 43 in said Addition, said point being distant 27 1/2 feet from the beginning of said 1st line of Lot No. 43 and continuing thence with the 1st line of Lot No. 43 North 61 degrees West 27 1/2 feet to the end thereof, thence with the 1st, 2nd and 3rd lines of Lot No. 44, North 61 degrees West 55 feet, thence at right angles thereto North 29 degrees East 165 feet to Mt. Pleasant Street, thence with said Street, South 61 degrees East 82 1/2 feet to a point midway on the 3rd line of Lot No. 43 thence leaving Mt. Pleasant Street and at right angles thereto and bisecting Lot No. 43 South 29 degrees West 165 feet to the place of beginning.

BEING THE SAME property which was conveyed to George Z. Reidler by two deeds: One from Effie Glassmire et al dated June 25, 1924, and recorded in Liber No. 147, folio 576, among the Land Records of Allegany County, Maryland, and the other, a confirmatory deed, from Frank Reidler, unmarried dated October 14, 1925, and recorded in Liber No. 179 folio 677 among said Land Records. Upon the death of the said George Z. Reidler, intestate on or about January 11th, 1938, title to said property vested by operation of law in his widow, Eva M. Reidler, and their two children, James Reidler and Mildred Z. intermarried with Irvin D. Lewis. The interest of the said James Reidler, Mildred Z. Lewis and Irvin D. Lewis, her husband, in said property was conveyed to the said Eva M. Reidler, widow of the said George Z. Reidler, by deed dated February 13, 1938, and recorded in Liber No. 179, folio 673, among said Land Records.

A plat of said G.W. McCulloh's Addition and the courses and distances of the lots therein are recorded in Liber No. 55, folio 134, among said Land Records. Special reference to said deeds and plat is hereby made for a further description of the property herein conveyed.

BEING ALSO the same property which was conveyed to the said James A. Reidler and Mary Hanna Reidler, his wife, by deed from the said Eva M. Reidler, widow, of even date and intended to be recorded among said Land Records simultaneously with this mortgage, which is intended to secure a part of the purchase price of the above described property and is, in whole a Purchase Money Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND to hold the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes assessments, and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub Jr. its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Two Hundred (\$2,200.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security or the immediate repayment of the debt hereby

secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor, by voluntary or involuntary grant or assignment or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

ATTEST: Rachel Knieriem

James A. Reidler (Seal)

Rachel Knieriem

Mary Harna Reidler (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY That on this 6th day of February in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James A. Reidler and Mary Harna Reidler his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the city of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage, the motor vehicle hereinbefore described shall be kept in a garage situated at 238 New Hampshire Ave. Cumberland, Md., in --, except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Said mortgagor agrees to insure said property forthwith and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$375.24, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of fire to inure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 8th day of February, in the year Nineteen Hundred Fifty.

Attest: Rachel Knieriem

Alonzo Howard Plummer (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Alonzo Howard Plummer the within named mortgagor and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Charles W. Brady, et ux.

To

Western Maryland Building & Loan Association, Inc.

THIS PURCHASE MONEY MORTGAGE, Made this 8th day of February, in the year nineteen hundred and fifty, by and between Charles W. Brady and Elizabeth V. Brady, his wife, of Allegany County and the State of Maryland, parties of the first part, and the

Mortgage.

Filed and Recorded February 9th 1950 at 8:50 A. M.

Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Four Thousand (\$4,000.00) Dollars on forty (40) shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland, and more particularly described as follows:

ALL those two lots or parcels of ground situated in Mapleside Addition, in the City of Cumberland, Allegany County, Maryland, known as Lots Nos. 185 and 186, and more particularly described as a whole as follows:

BEGINNING for the same at the end of the first line of Lot No. 184, and running with the east side of Eutaw Street (formerly called Virginia Street), South 10 degrees 10 minutes West 100 feet to Lt No. 187, thence leaving said Eutaw Street and running between said Lots Nos. 186 and 187, South 79 degrees 50 minutes East 100 feet to a 15-foot alley, and with it, North 10 degrees 10 minutes East 100 feet to the end of the second line of Lot No. 184, and with said line reversed, North 79 degrees 50 minutes West 100 feet to the beginning.

IT being the same property which was conveyed by Conda R. Karnes, et ux, to Charles W. Brady, et ux, by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER, that if the said parties of the first part make or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Four Thousand (\$4,000.00) Dollars with Six (6) per cent interest thereon payable in 120 monthly payments of not less than \$44.44 each on or before the 8th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 8th day of March, 1950, at

To: mty. city Feb 24 1950

the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 8th day of February, 1960.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand (\$4,000.00) dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

Charles W. Brady (SEAL)

Elizabeth V. Brady (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That, on this 8th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles W. Brady and Elizabeth V. Brady, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared

Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 8th day of February, 1950.

(Notarial Seal)

Cumberland, Maryland, August 8, 1950
Maxine Wilmot, Notary Public
For Value Received, the Western Maryland Building and Loan Association, Incorporated, hereby releases the within and foregoing Mortgage. In Witness Whereof, the Western Maryland Building and Loan Association, Incorporated, has caused these presents to be signed with its corporate name by its Vice President and its corporate seal affixed hereto, attested by the signature of its Secretary, this 8th day of August, 1950.
Attest: Clement C. May
Secretary
(Corporate Seal)
David Morehouse
Western Maryland Building and Loan Association Incorporated
W.M.R. Carscaden
8/14/50
Vice President
Chattel Mortgage.

To

Filed and Recorded February 9th 1950 at 3:30 P. M.

William L. Sherman, et ux.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 31st day of January, 1950, by and between David Morehouse, of Frostburg, Allegany County, State of Maryland, party of the first part, and William L. Sherman and Camille J. Sherman, his wife, of Cumberland, Allegany County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the said party of the first part is indebted unto the said parties of the second part in the full and just sum of twelve thousand (\$12,000.00) Dollars, with interest payable quarterly from the date hereof at the rate of 6 per cent per annum, to secure the payment of which these presents are executed.

NOW THEREFORE, this mortgage witnesseth:

That in consideration of the premises and of the further sum of One Dollar (\$1.00) the said David Morehouse, does hereby bargain and sell unto the said William L. Sherman and Camille J. Sherman, his wife, their personal representatives and assigns, all the following property, to wit:

One (1) Caterpillar Bulldozer No. N7M 1893, now located at Grantsville, Maryland, or adjacent thereto.

One (1) 1020 Unit 3/4 yard Shovel, Motor M-445913, model 6 MZR 47, also located now at Grantsville, Maryland, or adjacent thereto.

PROVIDED that if the said party of the first part shall pay to the said parties of the second part the aforesaid sum of Twelve Thousand (\$12,000.00) Dollars in equal monthly installments of Eight Hundred (\$800.00) Dollars each, the first of which installment shall become due and payable on the 25th day of February, 1950, and the remaining installments monthly thereafter on the 25th day of each succeeding month and the interest thereon in the meantime, then these presents shall be void.

It is agreed that until default is made in the premises the said party of the first part shall possess the property hereby mortgaged and be permitted to use the aforesaid chattels in a proper and reasonable manner and shall insure the same against loss to the parties of the second part.

But in case of default being made in the payment of the mortgaged debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust;

Compared and Attested
 David Morehouse City
 Feb. 24 1950

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 29th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Mary E. Stafford and Billie T. Stafford, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared C. L. Coughenour, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgage and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

SCHEDULE "A"

A certain motor vehicle, complete with all attachments and equipment, now located at the address of the Mortgagors indicated above, to-wit:

Make	Motor No.	Serial No.	Body Style	Model Year	Other Identification
Dodge	Dk-6433	4525291	Sedan	1932	Blue
Reo	SA-5426	13249	1 1/2 T. Truck	1934	Red

Certain chattels, including all household goods, now located at the address of the Mortgagors indicated above, to wit:

Living Room - 1 chair, lounge; 2 chair, pull-ups, 1 Radio, Silvertone;
2 table, end; 1 Studio couch; 1 Book rack.

Dining Room - -----

Kitchen - - - 4 chairs, chrome; 1 deep freezer, 1 refrigerator, Coldspot;
1 stove, cook; 1 table, chrome; 1 k. cab.; 2 utility cabs.

Bed Rooms - - 2 bed, maple; 1 chest of drawers, maple; 1 chiffonier, maple;
4 dressers, maple; 1 nite stand, maple.

and in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Mortgagors or either of them, and kept or used in or about the said premises or commingled with or substituted for any property herein mentioned, said property now being and remaining in the Mortgagors' possession.

TERMS AND CONDITIONS

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the State of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in the payment of any instalment of principal or interest or any part of either, as provided in said note, then the Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer

to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which mortgagor resides or in the City or County in which mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

Darwin Ivan DeWitt, et ux.

Mortgage.

To

Filed and Recorded February 11" 1950 at 9:20 A. M.

Commercial Savings Bank of Cumberland, Md.

(Stamps \$1.10)

THIS MORTGAGE, Made this 10th day of February, in the year nineteen hundred and fifty, by and between Darwin Ivan DeWitt and Alta Lee DeWitt, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Eleven Hundred (\$1,100.00) Dollars for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly.

NOW THEREFORE, in consideration of the premises and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 20 and half of Lot No. 21 in Fourth Addition Bowling Green, situate along the old River Road, now called McMullen Boulevard, a Plat of which Addition is recorded among the Land Records of Allegany County, said lot being described as follows:

Lot No. 20 and Southern half of Lot No. 21, in one description as follows:

Beginning at a point on the Eastern side of McMullen Boulevard and the Northern side of Ninth Street, and running thence with said Eastern side of McMullen Boulevard, North 5 degrees 55 minutes West 40 feet; then North 9 degrees 35 minutes West 20 feet; thence 5 degrees 55 minutes West 40 feet; then North 9 degrees 35 minutes West 20 feet; thence (leaving McMullen Boulevard) by a straight line to a point on the third line of said whole Lot No. 21, equidistant from the second and fourth lines of said Lot No. 21 (said point being 21.92 feet from said fourth line); and running thence from said point, South 9 degrees 35 minutes East 21.92 feet; and thence South 5 degrees 55 minutes East 43.84 feet to Ninth Street, and with the Northern side of Ninth Street, South 84 degrees 05 minutes East 120 feet to the place of beginning.

To: Allegany City, Md. Feb. 24, 1950

Being the same property conveyed by George E. Baughman et ux to the said Darwin Ivan DeWitt et ux by deed dated July 8, 1943, and recorded among the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said the Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1,100.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

BUT IN CASE OF DEFAULT BEING MADE in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first: -- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Eleven Hundred (\$1,100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of said mortgagors.

Attest: William C. Dudley

Darwin Ivan DeWitt (SEAL)

Alta Lee DeWitt (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Darwin Ivan DeWitt and Alta Lee DeWitt, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further in like manner make oath that he is the cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Daniel Melvin Lowery, et ux.

Mortgage.

To

Filed and Recorded February 11th 1950 at 9:20 A. M.

Commercial Savings Bank of Cumberland, Md.

(Stamps 55¢).

THIS MORTGAGE, Made this 10th day of February, in the year nineteen hundred and fifty, by and between Daniel Melvin Lowery and Pauline B. Lowery, his wife, of Allegany County, State of Maryland, of the first part, and the Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Five Hundred (\$500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before three years after date with interest at the rate of 6% per annum payable monthly.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that improved lot or parcel of ground in Allegany County, Maryland, fronting forty feet on McKay Place, in Cresap Park Addition, Allegany County, Maryland, known as Not No. 177, of Cresap Park, and described as follows:

Beginning for the same on the southeasterly side of McKay Place, at the end of the first line of Lot No. 176, and running thence with McKay Place, North 59 degrees East 40 feet; thence South 31 degrees East 175 feet to a ten foot alley; thence with said ten foot alley, South 59 degrees West 40 feet to the end of the second line of said Lot No. 176;

thence reversing said second line, North 31 degrees West 175 feet to the place of beginning.

Being the same property conveyed by George Henderson, Trustee, et al to the said Daniel Melvin Lowery, et ux, by deed dated May 18, 1939, and recorded in Liber No. 183, Folio 587, one of the Land Records of Allegany County, Maryland. Reference to said deed and a restriction therein set out is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Five Hundred (\$500.00 dollars and the interest thereon, according to the true intent and meaning of the promissory note aforesaid, as the same shall fall due and become payable. -- and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first: -- to the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent to the party selling or making said sale; and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least five hundred (\$500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

AND IT IS AGREED, that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

Attest: William C. Dudley

Daniel Melvin Lowery (SEAL)

Pauline E. Lowery (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Daniel Melvin Lowery and Pauline E. Lowery, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of the Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Alvis M. Chedester, et ux.

Mortgage.

To Liberty Trust Company, of Cumberland, Md.

Filed and Recorded February 11" 1950 at 9:30 A. M.

THIS MORTGAGE, Made this 9th day of February, in the year nineteen hundred and fifty, by and between Alvis M. Chedester and Margaret M. Chedester, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee. WITNESSETH:

WHEREAS, the said Alvis M. Chedester and Margaret M. Chedester, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Eight Hundred (\$2,800.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

This Mortgage is executed to secure part of the purchase money for the first property herein described and conveyed and is, therefore, a purchase money mortgage.

Now therefore, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

To Mfg. City Feb 24 1950

together with the interest thereon, the said Alvis M. Chedester and Margaret M. Chedester, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situate and lying in the City of Cumberland, Maryland, and described as follows, to wit:

Beginning for the same on the South side of North Center Street at a point distant eighteen feet and three inches measured in an Easterly direction from the Northeast corner of the brick dwelling No. 364 North Center Street (old number) and running thence with said Street, South 59-1/2 degrees East 30 feet, then South 29-1/2 degrees West 93 feet, then North 59-1/2 degrees West 31 feet and 7 inches, then North 30-1/2 degrees East 93 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Mary J. Eady, widow, by deed dated February 9th, 1950 and duly recorded among the Land Records of Allegany County, Maryland.

Also, all that part of Lot No. 23 of Gephart's Addition to the City of Cumberland, Allegany County, Maryland, situated on Henderson Avenue, and more particularly described as follows, to-wit:

Beginning for said parcel at the beginning of the whole Lot No. 23, and running thence from the corner of Gum Alley and Highland Street (now Henderson Avenue), with Highland Street, and reversing part of the last line of said lot, South 61-3/4 degrees East 23 feet; thence running through the whole lot, North 28-1/4 degrees East 100 feet, more or less to the third line of the whole lot; thence reversing the lines of the whole lot, North 2 degrees West 20 feet, more or less, to German Street; and with said Street, North 61-3/4 degrees West 17 feet to Gum Alley; and with it, South 28-1/4 degrees West 140 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Edwin M. Horchler, Trustee, by deed dated July 7, 1947, and recorded in Liber 219, Folio 369, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Eight Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Eight Hundred (\$2,800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind these several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Alvis M. Chedester (SEAL)

Margaret M. Chedester (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Alvis M. Chedester and Margaret M. Chedester, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

Celestine H. Rhind, Notary Public.

(Notarial Seal)
My Commission Expires May 7, 1951.

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 13th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Edna M. Stewart & Charles F. Stewart, her husband, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me, also personally appeared Daniel J. Dopko, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Edith M. Twigg, Notary Public.

George W. Gross, et ux.

Chattel Mortgage.

To

Filed and Recorded February 14" 1950 at 8:30 A. M.

Aetna Finance Company.

Loan No. Cum 2394 -

Borrowers: Gross, George W. & Ethel A., 503 Springdale St., Cumberland, Allegany County, Maryland.

Mortgagee: Aetna Finance Company, 7 N. Liberty St., Cumberland, Md.

Date of this loan: 2/9/50 - Actual Amount of this loan: \$225.00 - First Payment due: 3/15/50
Final payment due: 10/15/51.

Payable: Principal and interest is payable in 20 monthly payments of \$15.12 each, except final payment shall be unpaid principal and interest.

Agreed rate of charge: 3% per month on the unpaid balance. (In the computation of interest a day shall be considered one-thirtieth of a month.)

This chattel mortgage made on the date above stated, between the borrowers named above, as mortgagors (which term shall also relate to the singular wherever appropriate) and the mortgagee named above.

WITNESSETH: That in consideration of the actual amount of the loan, above stated, paid to mortgagor by mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan with interest at the agreed rate as hereinbefore stated the mortgagors do hereby grant, sell, convey and confirm unto the said mortgagee the herein-after described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said mortgagee, its successors and assigns, forever.

Provided, however if the said mortgagors shall pay their note of even date in the amount loaned to the mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The Mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels, as permitted by law, wherever found,

and sell the same in the manner provided by law, at public or private sale. From the proceeds of any such sale or foreclosure, mortgages shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, plus accrued interest may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of any other right or remedy which the mortgagee shall have.

The Mortgagor acknowledges to have received from the Mortgagee in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 15 or Article 58A of the Uniform Small Loan Laws of Maryland.

Description of Mortgaged property:

Make of Auto	Year	Body	Motor Number	Serial Number
----	---	--	----	-----

1 elec. clock, 1 davenport, 1 mirror, 1 chair, 2 other chairs, 1 RCA radio, 1 lamp, 1 stove, 1 buffet, 1 table, 1 rug, 1 dishes, 1 silverware, 1 iron, 1 waffle iron, 1 cabinet, 4 chairs, 1 elec. wash. mach., 1 refrigerator, 1 range, 1 stove, 1 table, 1 pots and pans, 1 linoleum, 1 dishes, 1 bed, 1 bed, 2 chiffonier, 1 vanity, 3 small throw rugs, 2 floor lamps.

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.

Witness: G. Hartley

George W. Gross (SEAL)

Witness: A. H. Alder

Ethel A. Gross (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 9th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Gross, George W. & Ethel A. Gross, his wife, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be their act. And, at the same time, before me also personally appeared A. H. Alder, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

Witness my hand and Notarial Seal.

Eugenia A. Spano, Notary Public.

(Notarial Seal)

For value received the Aetna Finance Company of Cumberland, Maryland, hereby releases within the foregoing chattel mortgage. Witness the signature of said company by its Manager, attested by secretary this 11th day of April 1950.
Attested by E. A. Stutz
Secretary
Aetna Finance Company
F. J. Shea
Manager
 4/12/50

Deed of Trust.

Harold Arthur Metz

To

Filed and Recorded February 14" 1950 at 8:30 A. M.

(Stamps \$1.10)

Lester Reynolds, Trustee.

THIS DEED, Made this 10th day of February, 1950, between Harold Arthur Metz, of the first part, and Lester Reynolds, Trustee, of the second part. WITNESSETH: That for and in consideration of the sum of Five (\$5.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable con-

Compared and Signed in presence of
 To: Lester Reynolds, Trustee
 Feb 24 1950

siderations, the said party of the first part does sell, transfer, assign and convey unto the said party of the second part, the following personal property, to-wit:

One 1950 Studebaker 1/2 Ton Pick-up Truck Model R5 - Engine No. 1R-64959 - License #15279.

The above listed property is located - McMullen Highway, U. S. Route No. 220, near the village of Dawson, Md., on P. O. Route No. 3 - Keyser, W. Va.

IN TRUST NEVERTHELESS, to secure the payment of a certain negotiable promissory note, bearing even date herewith, made by Harold Arthur Metz, for the sum of Eleven Hundred and Ninety-Seven Dollars, Payable after date, in 18 monthly installments of \$66.50 each, one of which is due on the 10th day of each succeeding month until the entire sum has been paid, to the order of Farmers and Merchants Bank of Keyser, West Va., at its banking house in Keyser, W. Va. And in trust further, to secure the payment of any renewal, or renewals, of said note, whether for the same or a different principal sum.

The said party of the first part covenants to pay the above described debt and note according to its tenor, and in the event that default be made in this covenant, it is agreed that upon written demand of the beneficiary herein, the said Trustee shall advertise and sell the above conveyed personal property for cash, or such other terms as said Trustee may deem best, by advertisement of at least five days either in a newspaper published in Mineral County, West Va., or by posting of the same at the front door of the Court House in said County, and in the event of a sale hereunder, said Trustee shall receive a commission of 10% of the selling price of said property for his services in conducting said sale.

The party of the First part hereby expressly waives service upon him of notice of any sale had hereunder by said Trustee.

WITNESS the following signature and seal.

Harold Arthur Metz (SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF MINERAL, TO WIT:

I, Geo. R. Davis, a Notary Public in and for the State and County aforesaid, do hereby certify that Harold Arthur Metz, whose name is signed to the writing above, bearing date the 10th day of February, 1950, has this day acknowledged the same before me in my said county.

Given under my hand this 10th day of February, 1950.

My Commission Expires

August 7, 1956.

(Notarial Seal)

Geo. R. Davis, Notary Public.

Harry K. Logue

To

Filed and Recorded February 7th 1950 at 8:30 A.M.

Chattel Mortgage

North American Acceptance Corporation of Maryland

THIS CHATTEL MORTGAGE, Made this 27 day of January 1950
by Logue, Harry K.
Cumberland

of the City of Allegany

State of Maryland, hereinafter called "Mortgagor," to NORTH AMERICAN ACCEPTANCE CORPORATION OF MARYLAND

~~xxbody corporate~~

61 N. Centre Street, Cumberland, Md.

Witnesseth: That for and in consideration of the sum of Four hundred sixty five Dollars (\$465.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 21 Roberts Street in said City of Cumberland, Allegany, in said State of Maryland, that is to say:

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Ford	1 1/2 ton	1941	99T-3175273418		
Dodge	4 door sedan	1942	D22-29070	30604171	

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Four hundred sixty five Dollars (\$465.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments as follows: 15 installments of \$31.00 each; installments of \$ each; installments of \$ each; installments of \$ each; payable on the 1 of each month beginning on the 1 day of March, 1950 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$34.87; and service charges, in advance, in the amount of \$18.60. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims thereof for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

gators, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagee; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS Betty L. Waingold Ernest N. Hoffman (SEAL)
WITNESS _____ (SEAL)
WITNESS _____ (SEAL)

STATE OF MARYLAND COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 13 day of Feb 19 50, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Ernest N. Hoffman

the Mortgagor(s) named his in the foregoing Chattel Mortgage and acknowledged said Mortgage to be _____ act. And, at the same time, before me also personally appeared Betty L. Waingold

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

George Waingold
Notary Public.

Fannie E. Laird

To Filed and recorded February 14th 1950 at 9:10 A.M.

Mortgage

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$1.65)

THIS MORTGAGE, Made this Ninth day of February in the year nineteen hundred and fifty by and between Fannie E. Laird, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Fannie E. Laird, widow, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Five Hundred (\$1,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Fannie E. Laird, widow does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground situated at the intersection of Jackson Street and East Hanekamp Street, in the Town of Lonaconing, Allegany County, Maryland, and more particularly described as follows: (Magnetic Courses as of August, 1946, run with vernier readings and horizontal distances being used throughout).

Beginning for the same at a center punched indentation made in the east curb of Jackson Street near its intersection with the southerly side of East Hanekamp Street, said point being at the end of 28.29 feet on a line drawn North 77 degrees 19 minutes East from the top of a fire hydrant situated on the West side of Jackson Street, and running thence with the southerly side of East Hanekamp Street, North 73 degrees 46 minutes East 55.38 feet to the center of the westerly end of the concrete balustrade wall of the Hanekamp Street Bridge where it crosses Jackson Run, thence with the center of said wall, North 59 degrees 59 minutes East 17.89 feet to the easterly end thereof, and still with said Hanekamp Street, North 39 degrees 24 minutes East 58.66 feet to a stake, thence South 47 degrees 53 minutes East 19.02 feet to a stake, thence South 29 degrees 20 minutes East 79.30 feet to a stake standing at the end of 43 feet on the fourth line of a parcel of ground described and conveyed in the deed of the Cumberland Real Estate Corporation to William Henry Spiker et ux dated September 7, 1946, and recorded in Liber 211, folio 172, of the Land Records of Allegany County, Maryland, thence with said fourth line reversed, North 81 degrees 15 minutes West 43 feet, thence with the third line of said deed reversed, North 85 degrees 15 minutes West 22.30 feet thence with the second line of said deed reversed and extended 4.24 feet, so as to allow the following line of this description to run clear of the dwelling house erected upon the parcel herein conveyed, South 45 degrees 22 minutes West 23.24 feet to a point in Jackson Run and near the east bank thereof, thence crossing said Run, South 75 degrees 40 minutes West 73.71 feet to a stake standing in the easterly curb of Jackson Street said stake being also at the beginning of the aforesaid Spiker Deed, thence with the easterly curb of Jackson Street, North 9 degrees 30 minutes West 37.74 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Minnie Laird Dixon, widow, by deed dated September 26, 1949, and recorded in Liber 227, folio 234, of the Land

Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Five Hundred Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least One Thousand Five Hundred (\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to

and bind the several heirs, executors, administrators, successors or assigns of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: James Park

Fannie E. Laird (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Fannie E. Laird, widow, and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

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I. W. Inskeep et ux

Mortgage

To Filed and Recorded February 14" 1950 at 9:30 A.M.

Delbert Michael et ux

THIS PURCHASE MONEY MORTGAGE, Made this Ninth day of February in the year Nineteen Hundred and Fifty, by and between I.W. Inskeep and Lola Inskeep, his wife, parties of the first part, and Delbert Michael and Madeline Michael, his wife, parties of the second part, all of Allegany County, Maryland, WITNESSETH:

WHEREAS, the said I.W. Inskeep and Lola Inskeep, his wife, parties of the first part, are indebted unto the said Delbert Michael and Madeline Michael, his wife, in the just and full sum of Fourteen Hundred and Forty-five (\$1445.00) Dollars as evidenced by their negotiable, promissory note, of even date herewith, for said sum of Fourteen Hundred and Forty-five (\$1445.00) Dollars, payable on demand to the order of the said Delbert Michael and Madeline Michael, his wife, with interest at Six percentum per annum, and to be repaid in sums of not less than Thirty-five (\$35.00) dollars per month until said full amount of principal and interest has been fully paid, to secure the payment of which said sum of Fourteen Hundred and Forty-five (\$1445.00) Dollars with interest as aforesaid, these presents are executed;

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar cash in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof and whenever the same may be demanded, together with the interest thereon, the said I.W. Inskeep and Lola Inskeep, his wife, parties of the first part, do hereby bargain, sell, give, release, grant, convey and confirm unto the said Delbert Michael and Madeline Michael, his wife, their heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying in McCoole, Election District 2, Allegany County, Maryland, known as Lot No. 3, on the North side of Queen Street, (County Road), and more parti-

Compared and Mailed February 14, 1950
To Register of Deeds
Allegany County, Md.
Nov 1 1950

cularly described in a deed from Ira B. Hixenbaugh et ux to James E. Hart et ux dated the 13th day of April, 1931, and recorded in Liber 136, Folio 562, one of the Land Records of said Allegany County, Maryland, special reference being hereby made thereto for a more particular description of the property now intended to be conveyed, and also being the same property which was conveyed unto the said Delbert Michael and Madeline Michael, his wife, by The County Commissioners of Allegany County, Maryland, a body corporate, of the State of Maryland, by Deed dated August 27th, 1940, and recorded among the Land Records of said Allegany County, in Liber No. 188, Folio 79; and also,

That certain part of Lot No. 2, next to and adjoining the said above described Lot No. 3 fronting 25 feet on the North side of said Queen Street, (County Road) in McCoole, Allegany County Maryland, and running back the same width, a distance of 196 feet to an Alley, and being part of the same Lot No. 2 which was conveyed to the said Delbert Michael and Madeline Michael, his wife by Deed dated July 9th, 1941, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 191, folio 189.

And being all of the real estate which was conveyed to the said I. S. Inskeep and Lola Inskeep, his wife, by the said Delbert Michael and Madeline Michael, his wife, by Deed bearing date the 7th day of February, 1950, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

PROVIDED, that if the said I. W. Inskeep and Lola Inskeep his wife, parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fourteen Hundred and Forty-five (\$1445.00) Dollars, and all interest thereon accrued, when and as the same may become due and payable, and payment thereof is demanded, and in accordance with the terms of this mortgage and the tenor and effect of the aforesaid promissory note, or any note or notes given in extension or renewal thereof, or of any part thereof, or for any interest thereon, and shall perform all the covenants therein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said parties of the first part shall hold and possess the aforesaid property, upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said I. W. Inskeep and Lola Inskeep, his wife, and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demanded.

As a further consideration of this mortgage, the said Delbert Michael and Madeline Michael his wife, do hereby agree to pay all taxes prior to March 1st., 1950.

The said parties of the first part do hereby agree that the said Delbert Michael and Madeline Michael his wife shall occupy said premises until the 1st. day of March, 1950, at which time said parties of the second part agree to give possession thereto to said parties of the first part.

But if default be made in the payment of said money, or the interest thereon to accrue, or any monthly payment thereof, or any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and payable, and these presents are hereby declared to be made in trust, and the said Delbert Michael and Madeline Michael, his wife, their heirs or assigns, are hereby authorized and empowered, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser

or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: by giving Twenty Days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, and such other notice as by the said mortgagees, their heirs or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First to the payment of all expenses incident to such sale, including a commission of Eight per centum to the party selling or making sale of said property; secondly, to the payment of all claims of the said mortgagees, Delbert Michael and Madeline Michael, his wife, their heirs or assigns, under this mortgage, whether the same shall have matured or not, and the surplus, (if any there be), shall be paid to the mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, Maryland, in equity, which said expenses, costs and commissions the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagees, their heirs or assigns or their duly constituted Attorney or Agent, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commissions.

And the said I. W. Inskeep and Lola Inskeep, his wife, for themselves their personal representatives and assigns, do further covenant to insure and, pending the existence of this mortgage, to keep insured in some good company satisfactory to the said mortgagees, their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Hundred and Forty-five (\$1445.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to inure to the benefit of the said mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to forthwith deliver said policy or policies to the said mortgagees, their heirs or assigns, or the mortgagees may effect said insurance and collect the premiums thereon, with interest, as part of the mortgage debt hereby intended to be secured.

WITNESS the hands and seals of the said Mortgagors.

I. W. Inskeep (SEAL)

Lola Inskeep (SEAL)

ATTEST: Carolyn E. Van Sant

Robert L. Heishman, Jr.

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO-WIT:

I hereby certify that on this 9th day of February, 1950, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Mineral County aforesaid, personally appeared I. W. Inskeep and Lola Inskeep, his wife, and did each acknowledge the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Delbert Michael and Madeline Michael, his wife, the within named mortgagees, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal

the day and year in this certificate written.

My commission expires February 7, 1956.

(Notarial Seal Omitted)

Lena C. Ryan, Notary Public.

Keyser, W. Va. March 28, 1950

For value received, by payment of the consideration in full, I hereby release the within and foregoing mortgage this 28th day of March, 1950.

Witness my signature this 28th day of March, 1950.
Witness Geo R. Davis
Witness Geo R. Davis

Delbert Michael
Madeline Michael

3/30/50

Emory E. Shriver

Chattel Mortgage.

To

Filed and Recorded February 14, 1950 at 12:05 P.M.

George Allison Clingerman

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 14th day of February, 1950, by and between Emory E. Shriver, of Oldtown, (R.F.D.#1) Allegany County, Maryland, party of the first part, and George Allison Clingerman, R.F.D.#2 Flintstone, Allegany County, Maryland, party of the second part, WITNESSETH:

WHEREAS, the said party of the first part is justly indebted unto the said party of the second part in the full sum of Twelve Hundred (\$1200.00) Dollars, payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid, said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW, THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of One Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, his heirs or assigns, the following described personal property:

1947 International Truck Motor - #BLD- 25043558 Serial #KBS6L-30781

1947 Maryland Title No. D-303177

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, his heirs, executors, administrators and assigns, forever.

Provided, however, that if the said Emory E. Shriver shall well and truly pay the aforesaid debt at the time hereinbefore set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Estel C. Kelley, his duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the afore described vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which said sale shall be made in manner following, to wit: By giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which

said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance to pay the same over to the said Emory E. Shriver, his personal representatives and assigns, and in the case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And the said party of the first part further covenants to insure forthwith and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, his heirs, executors, administrators, or assigns, the property herein mortgaged, and to cause the policy or policies issuing therefor to be so framed or endorsed as in case of fire or loss through theft or collision, or any insurable casualty, to inure to the benefit of the mortgagee, or his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect such insurance and collect the premiums thereon as part of the mortgage debt.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 14th day of February, 1950.

Witness: Mabel Boor

Emory E. Shriver (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Emory E. Shriver, the within mortgagor, and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared George Allison Clingerman, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Mabel Boor, Notary Public.

John R. Fairgrieve Post No. 2462,
Veterans of Foreign Wars of the United States, Inc.

Chattel Mortgage.

To

Filed and Recorded February 14, 1950 at 1:50 P. M.

(Stamps \$7.15).

Frostburg National Bank

THIS CHATTEL MORTGAGE, made this 10th day of February, 1950, by and between John R. Fairgrieve Post No. 2462, Veterans of Foreign Wars of the United States, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Sixty-Six Hundred Fifty-Nine and 29/100 Dollars (\$6659.29) which is payable with interest at the

Copy and Mailed Delivered Mabel Boor
To Mabel Boor
Mar 19 1950

rate of four per cent (4%) per annum in 27 monthly installments of Two Hundred Fifty and 00/100 dollars (\$250.00) payable on the -- day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar (\$1.00), the mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at East Main Street, Frostburg, Allegany County, Maryland:

2 Triple-lid Perlick Coolers, Nos. 23196 and 23197; 2 Rinse Boards with 2 mixing trays (Perlick); 1 Front Bar, complete; 1 back bar, complete; 1 National Cash Register, Serial No. S745701-73C; 1 National Cash Register, Serial S543726-711; 1 Mills Novelty Company Cigarette Machine No. 5868; 1 large "Pure Breez" Fan; 1 large "Vonnadofan" Fan, Model BL2P1, Motor 33746; 1 Underwood Typewriter No. 847271; 1 Victor Adding Machine No. 489222; 1 Aurora 4-Drawer filing cabinet; 1 flat top desk; 1 cabinet Grand Piano, Foster & Company; 1 Schubert Upright Piano; 1 Paymaster checkwriter & Protector, Model Y, Serial 304860; 41 tables -- 9 chrome black top, 10 chrome red top, 3 chrome white top, and 19 wood; 190 chairs -- 32 with red leather seats, 61 with walnut seats, 17 maple, 80 folding.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the mortgagee, in the sum of Sixty-Six Hundred & 00/100 dollars (\$6600.00),

and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

(Corporate Seal)

William D. Davis,
Quartermaster.

JOHN R. FAIRGRIEVE POST NO. 2462 VETERANS
OF FOREIGN WARS OF THE UNITED STATES, INC.

By Arch Baker,
Commander

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arch Baker, commander of John R. Fairgrieve Post No. 2462 Veterans of Foreign Wars of the United States, Inc., and acknowledged the foregoing Chattel Mortgage to be the corporate act and deed of said corporation, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Mortgage

Albert Jenkins et ux

To

Filed and Recorded February 14" 1950 at 1:50 P.M.

Equitable Savings and Loan Society of
Frostburg, Maryland.

(Stamps \$2.20)

THIS MORTGAGE, Made this 10th day of February, 1950, by and between Albert Jenkins and Alice Jenkins, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor", and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

WHEREAS, the Mortgagor, being a member of said Society, has received therefrom a loan of Two Thousand Four Hundred Thirty Dollars (\$2,430.00) being the balance of the purchase money for the property hereinafter described on his eighteen and nine-thirteenths (18-9/13) Shares of its stock.

AND WHEREAS, the Mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Twenty seven Dollars (\$27.00) on or before the tenth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and des-

Compared and Mailed Delivered
Tollage Frostburg Md.
Mar 10 50

cription, fire and extended coverage insurance premiums, and other charges affecting the herein-after described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

AND WHEREAS, it was a condition precedent to said loan that the repayment thereof, together with the interest advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, known and distinguished as Lots Nos. 21 and 22 in Grahantown near the City of Frostburg and being the same property which was conveyed to the parties of the first part by deed of Harry Jenkins et al, dated September 27, 1938, and recorded in Deeds Liber 182, folio 326, and re-recorded in Deeds Liber 188, folio 678, among the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a more full and particular description of the property herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagor, his heirs, personal representatives, and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

AND the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of -- Dollars (\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be ineffectual, by reason of an increase in the assessment of said property or an increase in the tax rates or from any other cause to pay said charge, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for

the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the Mortgagor does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance, shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.

(c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

(d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

(e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears to cover the extra expense involved in handling delinquent payments.

AND IT IS AGREED that until default be made in the premises the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

AND in case of any default being made in any of the payments, covenants, or conditions of this Mortgage the whole mortgage debt then due and owing together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction and if said property be not sold it may be sold afterwarde, either privately or publicly, and as a whole or in convenient parcels as may be deemed

ed advisable by the person selling; and the proceeds arising from said sale shall be applied, first to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the parties of the first part on the day and year above written.

WITNESSES to all:

Harry J. Boettner

Albert Jenkins (SEAL)

Alice Jenkins (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert Jenkins and Alice Jenkins, his wife, the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

(Notarial Seal)

Harry J. Boettner, Notary Public.

Bradley W. Norris

To Filed and Recorded February 14th 1950 at 1:50 P.M.

Cumberland Savings Bank Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 10th day of February 1950 by and between Bradley W. Norris of Allegany County, Maryland, hereinafter called the Mortgagor, and Cumberland Savings Bank of Cumberland Maryland, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, The said Mortgagor stand indebted unto the said Mortgagee in the full sum of \$861.54 payable in 18 successive monthly installments of \$47.87 each, beginning one month after the date hereof as is evidenced by his promissory note of even date herewith.

NOW, THEREFORE, in consideration of the premises and of the sum of \$1.00 the said Mortgagor does hereby bargain and sell unto the said Mortgagee, its successors and assigns, the following property, to-wit:

1950 Pontiac Chieftain Deluxe Four Door Sedan Motor No. P8 T S- 5348 Serial Same

PROVIDED, if the said Mortgagor shall pay unto the said Mortgagee the aforesaid sum of \$861.54 according to the terms of said promissory note and perform all the covenants herein agreed to by said Mortgagor, then this Mortgage shall be void.

The Mortgagor does covenant and agree, pending this Mortgage as follows: That said motor vehicle shall be kept in a garage in Cumberland, Maryland, except when actually being used by said Mortgagor, and that the place of storage shall not be changed without the written consent of said Mortgagee; to keep said motor vehicle in good repair and condition; to pay all taxes, assessments and public liens legally levied on said motor vehicle, when legally demandable; to pay said mortgage debt as agreed; to have said motor vehicle insured and pay the premiums, therefore, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the Mortgagee to the extent of its lien hereunder and to place such policies in possession of the Mortgagee.

But in case of default in the payment of the mortgage debt in any installment thereof, in whole or in part in any covenant or condition of this Mortgage, then the entire mortgage debt intended to be secured, shall at once become due and payable and these presents are hereby declared to be made in trust and the Mortgagee is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said Mortgagee, its successors or assigns, or F. Brooke Whiting its constituted Attorney, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said city, and the proceeds of such sale shall be applied, first, to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said Mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said Mortgagee and applied to said deficiency.

WITNESS the hand and seal of said Mortgagor the day and year first above written.

Witness: Marcus A. Naughton

Bradley W. Norris, (Seal)
Mortgagor

STATE OF MARYLAND,

ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 10th day of February in the year nineteen hundred and Fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Bradley W. Norris and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared John L. Conway, Cashier Cumberland Savings Bank the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Marcus A. Naughton, Notary Public.

Elizabeth Brady Smith et vir

Mortgage

To Filed and Recorded February 14th 1950 at 2:00 P.M.

John Keller

(Stamps \$5.50)

THIS MORTGAGE, Made this 10th day of February, in the year Nineteen Hundred and Fifty by and between Elizabeth Brady Smith and Herbert D. Smith, her husband of Allegany County in the State of Maryland parties of the first part, and John Keller of Allegany County in the State of Maryland party of the second part, WITNESSETH:

WHEREAS, The said party of the second part has this day loaned unto the said parties of the first part the full and just sum of fifty three hundred (\$5300.00) Dollars which said sum the said parties of the first part do hereby agree to repay in installments of not less than sixty (\$60.00) Dollars per month, beginning March 8, 1950, together with interest thereon at the rate of six (6%) per cent per annum, due and payable semi-annually accounting from the date hereof, said installment payments to include interest.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated in Election District No. 28 and South of the town of Frostburg, Allegany County, Maryland, and also lying on the Southeast side of the road which leads from Park Avenue in Frostburg, Maryland to the Village of Midlothian and more particularly described as follows:

(True meridian courses and horizontal distances being used throughout)

BEGINNING for the same at a stake standing on the Southeast side of the said Midlothian Road, said stake being also at the end first line of that lot of ground which was conveyed to the Mortgagors herein by James Brady et ux by deed dated September 15, 1942, and recorded in Liber No. 194, folio 300 of the Land Records of Allegany County, Maryland, and running thence with the Southeast side of said Midlothian Road North 55° 42 minutes East 50 feet to a stake, thence 30° 17 minutes East 155.74 feet to a stake, thence South 69° 50 minutes West 25 feet to a stake standing at the end of the second line of the aforesaid deed, thence with said second line reversed, North 40° 00 minutes West 150 feet to the beginning.

And all that lot or parcel of land not conveyed lying and being in Election District No. 28, and South of the town of Frostburg, Allegany County, Maryland, and also lying on the Southeast side of the road which leads from Park Avenue, in Frostburg, Allegany County, Maryland, to the village of Midlothian and more particularly described as follows: (True meridian courses and horizontal distances being used throughout)

BEGINNING at a stake on the Southeast side of the said Midlothian road, said stake also standing at the end of the first line of that lot or parcel of land which was conveyed by James Brady et ux to Mary Brady O'Rourke and Patrick O'Rourke, her husband, by deed dated the 15th day of September 1942, and recorded in Liber No. 194 folio 299 one of the land records of Allegany County Maryland, and running thence with said Midlothian Road, North fifty (50) degrees no (00) minutes East 50 feet to a stake, thence South 40° 00 minutes East 150 feet to a stake standing at the end of 141.07 feet on a line drawn South 69° 50 minutes West from the Southwest corner of the lot that was conveyed by the parties of the first part to Leonard Morgan, by deed dated the 30th day of October, 1939, and recorded in Liber No. 186 folio 657 one of the land Records of Allegany County, Maryland, thence South 50° 00 minutes West 50 feet to a stake at the end of the second line of the aforesaid O'Rourke lot and with it reversed North 40° 00 minutes West 150 feet to the beginning.

The lot herein described being part of the land which was conveyed to the aforesaid James

Brady by Darby Brady (widower) by deed dated the 9th day of October, 1937, and recorded in Liber No. 179 folio 100 one of the land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Fifty three hundred (\$5300.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time, thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns and in case of advertisement under the above power, but no sale one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, or his assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty three hundred (\$5300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Attest Robert H. Skidmore
Robert H. Skidmore

Elizabeth Brady Smith (Seal)
Herbert D. Smith (Seal)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 10th day of February, in the year nineteen hundred and Fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Elizabeth Brady Smith and Herbert D. Smith her husband and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally

appeared John Keller the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Jos. H. Spates, Notary Public.

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Ralph A. Indolfi et ux

Mortgage

To Filed and Recorded February 14th 1950 at 3:55 P.M.

Delbert R. Kitzmiller et ux

(Stamps \$2.75)

THIS MORTGAGE, made this 10th day of February in the year Nineteen Hundred and Fifty by and between Ralph A. Indolfi and Florence C. Indolfi, his wife, hereinafter called Mortgagors, which expression shall include their heirs personal representatives successors and assigns where the context so admits or requires of Allegany County, State of Maryland, parties of the first part and Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns where the context so requires or admits of Allegany County, State of Maryland, parties of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees, in the full sum of Two Thousand Five Hundred Dollars (\$2,500.00) together with the interest thereon at the rate of Six Per Centum (6%) Per annum. The said Mortgagors do hereby covenant and agree to make payments of not less than One Hundred Dollars (\$100.00) each sixty (60) days and to pay in addition thereto, the interest thereon each sixty (60) days at the rate aforesaid.

This Mortgage is further secured by a Chattel Mortgage for the amount of One Thousand Five Hundred Dollars (\$1,500.00) which Chattel Mortgage bears even date and tenor herewith. It is distinctly understood, however, that the total indebtedness as evidenced by this Mortgage and the Chattel Mortgage herein referred to is Two Thousand Five Hundred Dollars (\$2,500.00) together with the interest thereon.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that property on Johnson Heights in Cumberland, Allegany County, Maryland, known as Lots Nos. 5, 6 and 7, of Block No. 6, as shown on a Revised Plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, and described as follows, to wit:

Lot No. 5 Block No. 6: Beginning for the same at a point along the westerly side of Louisiana Avenue at the division line between Lots Nos. 4 and 5 of Block No. 6 said point of beginning being also distant 143 feet measured in a northerly direction along the westerly side of said Louisiana Avenue from its intersection with the northerly side of Prince Georges Street, and running thence with the westerly side of Louisiana Avenue, North 2 degrees 51 minutes East 37 feet, then at right angles to Louisiana Avenue, North 87 degrees 09 minutes West 130 feet to the easterly side of a 15 foot alley, and with it, South 2 degrees 51 minutes West 37 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning, thence reversing

said intersecting line, South 87 degrees 09 minutes East 130 feet to the place of beginning. All courses refer to True Meridian.

It being the same property which was conveyed unto the said Mortgagors by Albert L. Weber, by deed dated August 19, 1947, and recorded in Liber 216, folio 610, one of the Land Records of Allegany County, Maryland.

Lot No. 6, Block No. 6: Beginning for the same at a point along the westerly side of Louisiana Avenue at the division line between Lots Nos. 5 and 6 of Block No. 6, said point of beginning being also distant 185 feet measured in a northerly direction along the westerly side of said Louisiana Avenue from its intersection with the northerly side of Prince Georges Street, and running thence with the westerly side of Louisiana Avenue, North 2 degrees 51 minutes East 37 feet, thence at right angles to Louisiana Avenue, North 87 degrees 09 minutes West 130 feet to the easterly side of a 15 foot alley, and with it, South 2 degrees 51 minutes West 37 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning, thence reversing said intersecting line, South 87 degrees 09 minutes East 130 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Angus L. Brown and wife by deed dated January 30, 1943, and recorded in Liber 195, folio 255, of the Land Records of Allegany County, Maryland.

Lot No 7 Block No. 6: Fronting 44.6 feet on the westerly side of Montgomery Avenue bounded and described as follows:

Beginning at a point formed by the intersection of the westerly side of Montgomery Avenue and the southerly side of Carline Street and running thence with the westerly side of Montgomery Avenue South 2 degrees 51 minutes West 44.6 feet to a line dividing Lots Nos. 7 and 6, then along said dividing line at right angles to said Montgomery Avenue North 87 degrees 09 minutes West 130 feet to a 15 foot alley, thence with said alley, North 2 degrees 51 minutes East 22.03 feet to the aforesaid southerly side of Caroline Street and with it, North 87 degrees 18 minutes East 130.6 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Grace Luman et vir, by deed dated January 30, 1942, and recorded in Liber 195 folio 256, of the Land Records of Allegany County, Maryland.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Two Thousand Five Hundred Dollars (\$2,500.00) and in the meantime shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagees or George R. Hughes, their duly constituted attorney or agent is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland,

Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of loss, to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said Mortgagors.

Attest: Betty June Beachy

Ralph A. Indolfi (SEAL)

Florence C. Indolfi (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I hereby certify that on this 10th day of February in the year 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ralph A. Indolfi and Florence C. Indolfi his wife, the within named Mortgagors and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Ralph A. Indolfi et ux

Chattel Mortgage

To Filed and Recorded February 14th 1950 at 3:55 P.M.

Delbert R. Kitzmiller et ux

THIS CHATTEL MORTGAGE, Made this 10th day of February, 1950, by and between Ralph A. Indolfi and Florence C. Indolfi, his wife, hereinafter called the Mortgagors, and Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, hereinafter called the Mortgagees, all of Allegany County, in the State of Maryland, witnesseth:

THAT for and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) this day loaned by the said Mortgagees to the said Mortgagors, the said Mortgagors do hereby bargain and sell to the said Mortgagees, the following described personal property now located in the premises known as No. 801 Louisiana Avenue, in the City of Cumberland, Maryland:

1 four-piece plush living room suit, 1 coffee table, 2 end tables, 2 floor lamps, 2 small lamps, 1 mahogany round table, 1 Wilton carpet, 1 fireplace set, 1 Sonora combination radio and phonograph, 1 oval mahogany table, 1 hall table, 1 hall lamp, 1 nine-piece dining room suite, 1 Wilton rug, 1 Frigidaire, 1 electric range, 1 breakfast nook, kitchen cabinets, 1 five-piece bedroom suit, 1 rug (9 x 12), 1 baby bed, 1 desk and chair, 1 mirror, 2 odd chairs, 1 five piece twin bed mahogany bedroom suit, 1 rug (9 x 12), 1 four-piece maple bedroom suit, 1 rug (9x12), 1 three-piece bedroom suit, 1 four-piece bedroom suit, 1 rug (9x12), 1 lot small rugs, 1 lot pictures, 1 lot drapes and curtains, 2 stair carpet runners and 1 lot cooking utensils.

Provided, that if the said mortgagors shall pay to the said mortgagees, the aforesaid sum of One Thousand Five Hundred Dollars, (\$1,500.00), one year from date hereof, together with the interest thereon, at the rate of six per centum (6%) per annum, then these presents shall be void.

This chattel mortgage is executed as additional security for a certain loan as evidenced by a mortgage for two thousand five hundred dollars (\$2,500.00), executed by and between the same parties hereto on real estate situated at No. 801 Louisiana Avenue, in the City of Cumberland, Maryland; it being distinctly understood, however, that the total obligation as evidenced by both instruments is Two Thousand Five Hundred Dollars, (\$2,500.00), together with the interest thereon as aforesaid.

But in case of default in payment of the principal sum of the indebtedness as herein stated, or the interest thereon, then the entire debt shall at once become and be due and payable, and the said Mortgagees, in case of such default under the terms and conditions of this mortgage, shall have the power to sell said property at public auction in the city of Cumberland, Maryland, upon giving at least ten days notice of said sale in some Newspaper, published in said City of Cumberland, Maryland. The said proceeds of said sale shall be applied: first, to the expenses of said sale, including a commission of eight per cent (8%) to the party making the sale; secondly, to the payment of the debt and interest due said mortgagees; and the balance, if any, to be paid to said mortgagors.

Said Mortgagors further agree to insure forthwith, and pending the existence of this mortgage, to keep said property insured in some company acceptable to the mortgagees, in the sum of One Thousand Five Hundred Dollars, (\$1,500.00), and to pay the premiums thereon when due.

WITNESS the hands and seals of the said Mortgagors, this -- day of February, 1950.

WITNESS: Betty June Beachy

Ralph A. Indolfi (SEAL)

Florence C. Indolfi (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ralph A. Indolfi and Florence C. Indolfi, his wife, and each acknowledged the foregoing Chattel Mortgage to be their act and deed. And, at the same time, also personally appeared Delbert R. Kitzmiller and Ollie M. Kitzmiller, his wife, and made oath in due form of law that the consideration in said Chattel Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

To Notary Recording
Mar 1, 1950

Harry Hitchins

Chattel Mortgage.

To

Filed and Recorded February 15th 1950 at 8:30 A. M.

Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 14th day of February, 1950, by and between Harry Hitchins, R.F.D. #1, Box 114, Frostburg, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the mortgagee, WITNESSETH:

WHEREAS, the mortgagor is justly indebted to the Mortgagee in the full sum of Twelve Hundred Thirty-Two and no/100 dollars (\$1232.00), which is payable with interest at the rate of six per cent (6%) per annum in 24 monthly installments of fifty-one and 34/100 dollars (\$51.34) payable on the 14th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor, payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at R.F.D. #1, Box 114, Frostburg, Allegany County, Maryland:

1950 Oldsmobile 88 Deluxe 4D Sedan, Engine No. 8A-229166 - Serial No. 508M-10634

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale;

secondly to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of eleven hundred and no/100 dollars (\$1100.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to insure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all: David R. Willetts

Harry Hitchins, (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry Hitchins the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be his act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the Cashier and Agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS MY HAND AND Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

noted.
F.R. Hildebrand, atty. at law
March 3, 1950

Ernest Lee Kesner, et ux.

Mortgage.

To

Filed and Recorded February 15th 1950 at 1:10 P. M.

Home Building & Loan Association, Inc.

(Stamps 55¢).

THIS MORTGAGE, made this 14th day of February, in the year Nineteen Hundred and Fifty, by and between Ernest Lee Kesner and Loretta Mae Kesner, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Hundred (\$900) dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent. (6%) per annum, in the manner following:

By the payments of Ten (\$10) Dollars, on or before the first day of each and every

month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two certain tracts or parcels of land situated and lying at or near Dawson, in Election District No. 31 in Allegany County, State of Maryland, which are described as follows, to-wit:

TRACT NO. 1 - All of that tract of land containing 254 acres more or less and being particularly described by metes and distances in a certain deed from Loy E. Kesner, et ux, by deed dated December 22, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 223, Folio 539, to which certain deed special reference is hereby made for a full and complete description of certain Tract No. 1.

TRACT No. 2 - All of that certain narrow strip of land, containing approximately 6 acres, which on its southerly line is approximately 169 feet where it abuts upon the Dayton Farm, and running in a northerly direction to a point and lying on the east of the Baltimore and Ohio Railroad Company's right-of-way boundary, and on the west of the Western Maryland Railway Company's right-of-way boundary, the long lines of the said parcel of land herein described converge at the point where the right-of-way boundaries of said two Railroads touch each other.

The above two tracts, consisting of 64 acres which is the remainder of a tract of 128.6 acres which was conveyed to the said Loy E. Kesner from Raymond E. Kesner and wife by deed dated the 5th day of January, 1939, and recorded among the Land Records for Allegany County, Maryland, in Liber No. 185, Folio 321, and consisting of 196 acres which is the remainder of a tract of 345 acres which was conveyed to the said Loy E. Kesner from Raymond Albert Litton and George W. Parsons, executors of Sarah J. Dawson, deceased, by deed dated the 1st day of August, 1918, and recorded among said Land Records in Liber 125, Folio 155, reference to each of said deeds is hereby made for a particular description of the whole tracts and the source of title thereto.

As a part of the consideration hereof, there is also granted and conveyed unto the Ernest Lee Kesner and Loretta M. Kesner, his wife, the right to use that certain right-of-way reserved and described in that certain deed dated the 13th day of August, 1948, executed by Loy E. Kesner and wife to Nicholas R. Haggerty and wife, now of record among the Land Records for Allegany County, Maryland, in Liber No. --, Folio ---, reference to which said instrument is hereby made for a description thereof.

There is, also granted and conveyed, as a part of the consideration hereof, unto the said Ernest Lee Kesner and Loretta M. Kesner, his wife, two certain rights-of-way reserved in a deed executed by the said Loy E. Kesner and wife to Raymond C. Kesner and wife, dated the 6 day of October, 1944, and recorded among the Land Records in Liber No. 201, Folio 616, reference being hereby expressly made to detailed descriptions of said rights-of-way as contained in said deed.

This conveyance is subject to all the rights-of-way and easements created heretofore by the said Loy E. Kesner and to be found of record among said Land Records for

Allegany County, Maryland, and particularly that certain right to take water from a spring upon the lands hereby conveyed which was contained in a deed executed by Loy E. Kesner and wife to Arthur C. Reeves, dated the 9th day of October, 1947, and of record among said land records in Liber 217, Folio 581.

The tract of land above, which contains 254 acres as described by metes, bounds and distances in this deed, contains and includes within said calls a parcel of 1.28 acres which was transferred and conveyed by the said Loy E. Kesner and wife to Arthur C. Reeves as aforesaid, which deed is dated the 9th day of October, 1947, and recorded among said Land Records in Liber No. 217, Folio 581, and which said parcel of 1.28 acres, as described in said deed, is specifically excepted and reserved from the operation of this conveyance.

The above two (2) tracts of land with rights-of-way, etc., is the same land which was conveyed by Loy E. Kesner, et ux, unto the said Ernest Lee Kesner, et ux, by deed dated December 22, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 223, Folio 539.

The above described land is improved by a frame dwelling house of seventeen (17) rooms, with a garage, barn, chicken coop and other buildings.

Excepting, however, from the above described tracts of land all of that portion of the same which was conveyed by Ernest Lee Kesner and Loretta M. Kesner, his wife, unto Richard K. Miller, et ux, by deed dated July 15, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber 226, Folio 142, which said deed conveyed thirty-five (35) acres, special reference being made to said last mentioned deed for a full and complete description of the portion hereby excepted.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland,

which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns, further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire, in at least the sum of Nine Hundred (\$900.00) Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS, the hand and seal of the said mortgagors.

Attest: George H. Tederick

George H. Tederick

Ernest Lee Kesner

Loretta M. Kesner

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of February, in the year nineteen hundred and

fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Ernest Lee Kesner and Loretta Mae Kesner, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

George H. Tederick, Notary Public.

Frank Orbello, et ux.

Mortgage.

To

Filed and Recorded February 15th 1950 at 1:40 P. M.

Commercial Savings Bank of Cumberland, Md.

(Stamps \$3.30)

THIS MORTGAGE, made this 14th day of February, in the year nineteen hundred and fifty, by and between Frank Orbello and Angeline Orbello, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Three Thousand (\$3,000.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 6% per annum, calculated monthly, in monthly payments on the principal and interest of not less than Sixty (\$60.00) dollars.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the East side of North Mechanic Street, in the City of Cumberland, Allegany County, State of Maryland, and described as follows, to-wit:

Beginning for the same at a point on the East side of said North Mechanic Street, at the Northwest corner of the house erected on this lot, said point being North 18-3/4 degrees West 89 feet from the intersection of said Street with the North side of Mill Street, and running thence with the front wall of said house, South 18-3/4 degrees East 20 feet to the division wall between the house on this lot and the house on the adjoining lot; thence with said division wall, North 71-1/2 degrees East 50 feet; North 71-1/4 degrees East 15-1/2 feet; then in a line with the East wall of the brick mill, North 18-3/4 degrees West 3 feet; North 71-1/4 degrees East 50 feet; North 18-3/4 degrees West 17 feet; South 17-1/4 degrees West 115-1/2 feet to the beginning.

Being the same property conveyed by The Commercial Savings Bank of Cumberland, Mary-

To City of Cumberland, Md. 50

land, to Frank Orbello by deed dated September 1, 1943, and recorded in Liber No. 197, Folio 179, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. -- and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first: -- to the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least three thousand (\$3,000.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the

respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

Attest: William C. Dudley

Frank Orbello (SEAL)

Angeline Orbello (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Frank Orbello and Angeline Orbello, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Harold L. Price, et al.

Mortgage.

To

Filed and Recorded February 15th 1950 at 1:40 P. M.

Edward A. Keeney, et ux.

(Stamps \$4.95)

THIS MORTGAGE, made this 15th day of February, in the year Nineteen Hundred and Fifty, by and between Harold L. Price and Mary Jo Price, his wife, Merle J. Kline and Golda M. Kline, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Edward A. Keeney and May V. Keeney, his wife, of Allegany County, in the State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are now indebted to the said Edward A. Keeney and May V. Keeney, his wife, as tenants by the entireties, in the full and just sum of Sixty-Five Hundred (\$6,500.00) dollars, payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than eighty (\$80.00) dollars, interest to be calculated every six months on the principal due at the beginning of said six months, and all payments made during said period to be then applied first to interest and balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

First: All that lot or parcel of ground situated in the West end of Corriganville, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

James A. Keeney, Building Party
Mar. 3 1950

Beginning for the same at an iron stake standing on the North side of State Road leading to Mount Savage, Maryland, said stake stands at the end of the first line of parcel of ground conveyed by Kathgleen Fleagle to Vincent H. Fleagle, by deed dated December 21, 1945, and recorded in Liber No. 206, Folio 669, one of the Land Records of Allegany County, Maryland, said stake also stands South 42 degrees 5 minutes East 70.15 feet from the Southeast corner of dwelling that stands on this described parcel of ground, thence continuing with the North side of said State Road, (Magnetic Bearings as of the adjoining deeds and with horizontal measurements), South 83 degrees 19 minutes West 105.05 feet to a concrete post at or near the beginning of the parcel of ground conveyed by Elmer E. Deffenbaugh et ux to Wesley O. Klein et ux by deed dated July 25, 1935, and recorded in Liber No. 173, folio 615, of said Land Records; thence reversing said fourth line of said Wesley O. Klein lot (Corrected for distance) and with part of the first line of parcel of ground conveyed by Elmer E. Deffenbaugh et ux to Benjamin C. Gordon et ux by deed dated June 3, 1940, and recorded in Liber No. 187, Folio 613, of said Land Records, North no degrees 33 minutes East 232.5 feet to an iron stake standing at the end of the third line of parcel of ground conveyed by Elmer E. Deffenbaugh et ux to Benjamin C. Gordon et ux by deed dated August 23, 1944, and recorded in Liber No. 201, Folio 294, of said Land Records; thence reversing part of the third line of the last named Gordon parcel of ground, North 89 degrees 28 minutes East 98.75 feet; thence leaving said third line, South no degrees 4 minutes East 104 feet to an iron stake standing at the end of the second line of the aforementioned parcel of ground conveyed by Kathgleen Fleagle to Vincent H. Fleagle; thence with said second line reversed, South no degrees 4 minutes East 209.3 feet to the beginning.

Being part of the same property conveyed by Minnie Deffenbaugh, et al to Elmer E. Deffenbaugh by deed dated November 25, 1916, and recorded in Liber No. 119, Folio 619, one of said Land Records; and being also the same property devised by the said Elmer E. Deffenbaugh to his wife, Agnes R. Deffenbaugh, for life, and on or after her death to his nephew, Merle Junior Klein, absolutely, by his last Will and Testament dated May 2, 1941, admitted to probate by the Orphans' Court for Allegany County, Maryland, on June 22, 1947, and recorded in Liber V, Folio 504, one of the Will Records in the office of the Register of Wills for Allegany County, the said Agnes R. Deffenbaugh being now deceased and said property vested absolutely in the said Merle Junior Klein, being one and the same person as Merle J. Kline, one of the parties of the first part herein.

Second: All that lot or parcel of ground being the Northeasterly one-half of Lot No. 12, as shown on an unrecorded plat of the Mountain View Addition, LaVale, Cumberland, Maryland, and which is more particularly described as follows, to-wit:

Beginning at a stake situate on the Southerly side of the National Pike (U. S. Route No. 40), 1,100 feet distant in a Southwesterly direction from the Camp Ground Road and which point is also the end of the division line between Lots 11 and 12 in the said Mountain View Addition, LaVale, Cumberland, Maryland; and running thence (1) with the said division line between the said Lots 11 and 12 and which line is also line No. 4 in a certain deed from George E. Baughman, et ux to Ray R. Henley et ux dated August 4, 1947, and which is recorded in Liber No. 216, Folio 431, of the Land Records of Allegany County, Maryland, South 16 degrees 45 minutes East 187.95 feet to a point on Park Avenue in said Addition; thence (2) with the Northerly side of said Park Avenue, South 75 degrees 30 minutes West 50 feet to a stake; thence (3) constructing a new division line through the said Lot No. 12, North 16 degrees 45 minutes West approximately 186.63 feet to a point on the said Southerly side of the National Pike; thence with the said Southerly side of the National Pike (4) North 75 degrees 30 minutes East 50 feet to the place of beginning; and including a machine used for making frozen custard

known as Electro Freeze, Model 25.6, Serial No. 467, now on said premises.

The said real estate being the same property conveyed by George E. Baughman, et ux to Harold L. Price and Merle J. Kline, by deed dated February 18, 1949, and recorded in Liber No. 224, Folio 367, one of said Land Records, and subject to the conditions and restrictions therein set out.

Third: All that lot or parcel of land lying on the Northwesterly side of McMullen Highway, just beyond "The Dingle" in Cumberland, Allegany County, Maryland, and being part of Lot No. 1160, on Map No. 6, filed in No. 1674 Equity, and more particularly described as follows, to-wit:

Beginning at an iron pin stake on the Northwesterly side of McMullen Highway leading from Cumberland to Cresaptown, said stake being at the end of the third line of Lot No. 1160 and running thence with said third line, bearing reversed, North 45 degrees 15 minutes West 260 feet to an iron pin stake; thence with a part of the second line of Lot No. 1160, bearing reversed, North 44 degrees 45 minutes East 110 feet; thence leaving said second line, South 42 degrees 24 minutes East 240 feet more or less to intersect the Northwesterly side of McMullen Highway; thence with said side of McMullen Highway 100 feet to the place of beginning.

Being the same property conveyed by C. Luther Grosh et ux to Harold L. Price and Merle J. Kline, by deed dated February 2, 1950, and to be recorded among the Land Records of Allegany County, Maryland, said deed though dated as above noted, nevertheless was delivered the same day as the delivery of this Mortgage, both being part of one simultaneous transaction, this mortgage being given to secure in part the full purchase price for said property.

Reference to the will and deeds aforementioned is hereby made for a further description of the properties herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Sixty-Five Hundred (\$6,500.00) dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Wilbur V. Wilson, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of

sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commission shall be allowed and paid by the Mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith; and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to an amount of at least sixty-five hundred (\$6,500.00) Dollars, and to cause the policy or policies issued therefor, to be so framed or endorsed, as in case of fires, to inure to the benefit of the Mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

Attest: Ina E. Hughes	Harold L. Price	(SEAL)
Ina E. Hughes	Mary Jo Price	(SEAL)
Ina E. Hughes	Merle J. Kline	(SEAL)
Ina E. Hughes	Golda M. Kline	(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY that on this 15th day of February, in the year Nineteen Hundred and Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Harold L. Price and Mary Jo Price, his wife, Merle J. Kline and Golda M. Kline, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared James A. Perrin, agent for the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the agent for the said mortgagees and duly authorized by them to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ina E. Hughes, Notary Public.

Edward R. Burkey, et ux.

Mortgage.

To

Filed and Recorded February 15th 1950 at 3.20 P. M.

First National Bank of Cumberland.

(Stamps \$10.45)

THIS MORTGAGE, Made this 15th day of February, 1950, by and between Edward R. Burkey and Mary E. Burkey, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Nine Thousand Five Hundred (\$9,500.00) dollars, payable one year after date with interest from date at the rate of five (5%) per cent per annum, payable quarterly.

NOW THEREFORE, this mortgage witnesseth:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of five hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that certain piece or parcel of ground situated and lying on the west side of North Centre Street, Cumberland, Allegany County, Maryland, consisting of the first and third parcels of a conveyance by William A. Gunter, assignee of Mortgage, to Frank M. Wilson, et al. by deed dated the 3rd day of May, 1939, and recorded in Liber 183, Folio 499, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point on the Westerly side of North Centre Street, distant South 40 degrees East 298.4 feet from the Southwest intersection of Market Street and North Centre Street and running thence with said West side of North Centre Street, North 40 degrees West 21.75 feet to the division line between properties described in the first and second sections of said Wilson deed, thence with said division line South 50 degrees West 89.9 feet to the corner of a frame addition to building on lot of second section of said deed, same point also being on the East wall of the Old Mill Race, thence with the frame building line of the property herein described and the line of the Old Mill Race wall, South 40 degrees East 21.75 feet to said frame building corner, thence with said building line North 50 degrees East 89.9 feet to the beginning.

Also any right, title and interest the parties of the first part may have in and to a certain piece or parcel of ground in the rear of before-described property, extending to a line in the middle of the Old Mill Race, said line being the third line of a deed from Charles Z. Heskett, assignee, to Bess Buchanan, et al., dated November 19, 1941, and recorded in Liber 192, Folio 100, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at the end of a second line of the before-described property and running thence South 50 degrees West about 15.8 feet to the third line of said Buchanan deed, thence with a part of said third line and the middle of said Mill Race, South 40 degrees East 21.75 feet, thence North 50 degrees East about 15.8 feet to the end of the third line of before-described property, thence with said third line, reversed, North 40 degrees West 21.75 feet to the beginning.

It being the same property conveyed to Edward R. Burkey by deed of Frank M. Wilson and Fannie R. Wilson, his wife, Nellie Wilson Footer, widow, and Jeanne A. Wilson, widow, dated the 2nd day of October, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 217, Folio 360.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Nine Thousand Five Hundred (\$9,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Nine Thousand Five Hundred (\$9,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said Mortgagors.
Witness as to both: T. V. Fier

Edward R. Burkey
Mary E. Burkey

(SEAL)
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY TO WIT:

I HEREBY CERTIFY, That on this 15th day of February, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Edward R. Burkey and Mary E. Burkey, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also appeared H. A. Pitzer, president of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public,

Mortgage.

Jane L. Diggs

To

Filed and Recorded February 16th 1950 at 1:40 P. M.

Robert W. Diggs

THIS PURCHASE MONEY MORTGAGE, made this 11th day of February, in the year nineteen hundred and fifty, by and between Jane L. Diggs, hereinafter called Mortgagor, which expression shall include her heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, party of the first part, and Robert W. Diggs, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagor stands indebted unto the said Mortgagee in the full and just sum of Three Thousand Dollars, (\$3,000.00), payable to the said Robert W. Diggs upon the following terms: With interest and payments on principal to commence four (4) years from the date of the execution of this instrument, interest to be payable at the rate of five per centum (5%) per annum, thereafter, the Mortgagor to pay the amount of Thirty Dollars (\$30.00) per month, to be applied first to interest and the balance to principal; provided, however, that in the event the said Robert W. Diggs should die prior to the death of the said Jane L. Diggs, and provided that the said Jane L. Diggs is single at the time of the husband's death, that then the aforesaid mortgage shall become null and void and of no effect and shall be released and cancelled without further payment on principal or interest then due or to become due by the terms of this mortgage. In the event of the remarriage of the Mortgagor during said four-year period, then the interest on said Mortgage shall commence from the date of said marriage and payments shall become due thirty (30) days from the date of the marriage at the rate of thirty dollars (\$30.00) per month, to be applied first to interest and the balance to principal; provided further that the Mortgagor shall have the right to pay the full amount of the aforesaid obligation at her discretion.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagee the following property, to-wit:

All that lot or parcel of ground situate on the northerly side of the National

turnpike, about two and one-quarter miles westward of the City of Cumberland, in Allegany County, Maryland, being the westerly half of Lot No. 5 and the easterly half of Lot No. 6 of the Sub-division of Seiss' Grove, and particularly described as follows, to-wit:

Beginning at a point on the northerly side of said National Turnpike, distant South 57 degrees 41 minutes West 175 feet from the intersection of the northerly side of said Turnpike and the westerly side of a lane called Mullin's Alley, running westwardly to the right of way of the Eckhart Branch of the C. & P. Railroad Company; and running thence with the northerly side of said Turnpike, South 57 degrees 41 minutes West 50 feet to the end of the fourth line of the second lot described in the deed from Minnie Shuck et al., to the said Harry T. Mullin, dated June 5, 1907, and recorded in Liber No. 101, Folio 562, of the Land Records of Allegany County, and running with the said fourth line reversed, North 33 degrees 50 minutes West 140 feet to an alley; then with said alley, North 65 degrees 3 minutes East 50 feet; then South 33 degrees 50 minutes East 135 feet to the place of beginning.

It being the same property which was conveyed unto the said mortgagor, by John T. Fey, and Robert McDonald Bruce, Trustees, by deed dated February 11th, 1950, and duly recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said mortgagor shall pay to the said Mortgagee the aforesaid Three Thousand Dollars (\$3,000.00) and in the meantime shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagor may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said mortgagee or Robert McDonald Bruce, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the Mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least three thousand (\$3,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or en-

dorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor.

Attest: John T. Fey

Jane L. Diggs (SEAL)

State of Maryland, Allegany County, To-wit:

I HEREBY CERTIFY that on this 11th day of February in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Jane L. Diggs, the within named Mortgagor, and acknowledged the foregoing mortgage to be her act and deed. And at the same time, before me, also personally appeared Robert W. Diggs, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Cumberland, Maryland. August 1, 1950.
For Value Received, I hereby release the within and foregoing mortgage
Witness my hand and seal this First day of August, 1950
Edgar A. Kendall
Witness
Robert W. Diggs (Seal)

8/3/50

Leroy L. Allen, et ux.

Mortgage.

To

Filed and Recorded February 16th 1950 at 2:40 P. M.

Liberty Trust Company of Cumberland, Md.

(Stamps \$1.10)

THIS MORTGAGE, Made this Sixteenth day of February, in the year Nineteen Hundred and Fifty, by and between Leroy L. Allen and Daisy Allen, his wife, of Allegany County, Maryland, of the first part hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Leroy L. Allen and Daisy Allen, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Fifty (\$1050.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, September 30, June 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Leroy L. Allen and Daisy Allen, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All those lots or parcels of land situated in the Village of Oldtown, in Allegany County, State of Maryland, which consists of two certain lots, known as Lots Nos. 2 and 3, each fronting 50 feet on the County Road and running back 100 feet to an alley 15 feet wide, said alley being parallel with the said County Road.

To Mortgagee, City Mar. 3 1950

It being the same property which was conveyed unto the said Mortgagors by Carrie A. Shanholtz, et vir., by deed dated April 21, 1944, and recorded in Liber 199, Folio 500, of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Fifty (\$1,050.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and all premiums or insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

And the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Fifty (\$1,050.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the

Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: James McSorley

Leroy L. Allen (S.S.L.)

Daisy Allen (S.S.L.)

STATE OF MARYLAND, Allegany County, To-wit :

I HEREBY CERTIFY, that on this 16th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Leroy L. Allen and Daisy Allen, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

James McSorley, Notary Public.

Charles Leo Bishop, et ux.

Mortgage.

To

Filed and Recorded February 16th 1950 at 2:40 P. M.

(Stamps \$1.10)

Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, Made this 15th day of February, in the year nineteen hundred and fifty, by and between Charles Leo Bishop, and Dorothy Rachel Bishop, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Charles Leo Bishop and Dorothy Rachel Bishop, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles Leo Bishop and Dorothy Rachel Bishop, his

To Mortgage City Mar. 3 1950

wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of land, situate, lying and being in Election District No. 16, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at white oak tree on the West Bank of the second Oldtown Road and running thence by land of Albert F. Wolfe and wife, South 16-3/4 degrees East 442.5 feet to a white oak tree, thence South 70 degrees West 275 feet to a post of three fences on the westerly edge of the first Oldtown Road (abandoned), thence by said road, the three following courses: North 21-1/2 degrees West 150 feet; North 38-1/2 degrees West 118 feet and North 26-1/2 degrees West 86.5 feet to a corner post of two fences; thence North 27-1/2 degrees East 151 feet to a black oak tree; thence North 43-1/4 degrees East 133 feet to a forked post of a wire fence, thence by said fence, North 3 degrees East 341 feet to a corner post of three fences, thence by part of a boundary line of the whole tract of which this is a part, South 61 degrees East 99 feet to a white oak tree, thence South 4 degrees East 290 feet to the white oak at the beginning, containing 3.754 acres, exclusive of the second Oldtown Road.

Excepting, however, from the above described property, all that part or parcel thereof which the said Mortgagors conveyed unto Albert F. Wolfe and wife, by deed dated September 24, 1946, and recorded in Liber 212, folio 118, one of the Land Records of Allegany County, Maryland.

It being part of the same property which was conveyed unto the said Mortgagors by Joseph R. Bishop, et ux., by deed dated September 14, 1946, and recorded in Liber 212, Folio 76, of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage thereon and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same

to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Celestine H. Rhind

Charles Leo Bishop (SEAL)

Dorothy Rachel Bishop (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Charles Leo Bishop and Dorothy Rachel Bishop, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of the Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

Celestine H. Rhind, Notary Public.

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS	<u>E. D. Johnson</u>	<u>Cora R. Ort</u>	(SEAL)
WITNESS	<u>D. W. Squires</u>	<u>Benjamin A. Ort</u>	(SEAL)
WITNESS			(SEAL)

STATE OF MARYLAND COUNTY OF Cumberland-Allegany TO WIT:

I HEREBY CERTIFY that on this 21 day of February 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County City aforesaid, personally appeared

Cora R. Ort, and Benjamin A. Ort (Her Husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared D. W. Squires

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Ember D. Johnson
Notary Public.

John A. Bone, et ux.

To

Irving Millenson

Filed and Recorded February 17th 1950 at 8:30 A. M.

(Stamps \$3.30)

THIS MORTGAGE, Made this 16th day of February, in the year Nineteen Hundred and Fifty by and between John A. Bone and Leona M. Bone, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Irving Millenson, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$3,250.00 this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of 6% per annum, which is to be repaid in monthly installments of \$25.00 each on the principal and in addition interest which also shall be payable monthly. Interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue monthly until the principal and interest are fully paid.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and reenacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of land situate, lying and being in Allegany County, Maryland, and known as Lots Nos. 1 and 2, laid off and described on a plat or map of A. J. Willison's lots west of Lonaconing Street (now known as Park Avenue), Frostburg, Maryland, said plat being recorded among the Land Records of Allegany County, Maryland, in Liber No. 85, Folio 720, the lots hereby conveyed fronting on Braddock Street (Midlothian Road) 115 feet and extending back to an alley in the rear, and along said alley 69 feet 5 inches.

It being the same property which was conveyed to John A. Bone, et ux, by Adam Brown, et ux, by deed dated November 13, 1939, and recorded in Deeds Liber 185, Folio 217, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his heirs or assigns, the aforesaid sum of Three Thousand Two Hundred Fifty Dollars (\$3,250.00), together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby

secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee of his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred Fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

WITNESS: Maxine Wilmot

John A. Bone (SEAL)

Maxine Wilmot

Leona M. Bone (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John A. Bone and Leona M. Bone, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Irving Millenson, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

.(Notarial Seal)

Maxine Wilmot, Notary Public.

Agnes Victoria Moon

To

Chattel Mortgage.

First National Bank of Cumberland, Md.

Filed and Recorded February 17th 1950 at 8:30 A. M.

THIS CHATTEL MORTGAGE, Made this 16th day of February, 1950, by and between Agnes Victoria Moon, of Allegany County, Maryland, party of the first part, hereinafter called the

Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the mortgagor is justly indebted to the Mortgagee in the full sum of Four Hundred Fifty-seven and 40/100 dollars, (\$457.40), which is payable in 12 monthly installments of Thirty-eight and 12/100 dollars (\$38.12) payable on the 18th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor, payable to the order of the Mortgagee of even tenor and date herewith,

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the mortgagor does hereby bargain, sell, transfer and assign unto the mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1949 Oldsmobile Club Sedan - Engine No. 6A-31965 - Serial No. 496M-17405.

TO HAVE AND TO HOLD the said personal property unto the mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which sale shall be made in manner following, to wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of full coverage Dollars (\$---), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the party of the first part.

Attest as to all: T. V. Fier

Agnes Victoria Moon (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Agnes Victoria Moon, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be her act and deed, and at the same time before me also appeared T. V. Fier, of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said T. V. Fier, in like manner made oath that he is the Asst. Cashier of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

James R. Luzier, et ux.

Mortgage.

To

Filed and Recorded February 17th 1950 at 3:20 P. M.

Liberty Trust Company, Cumberland, Md.

VA Form 4-6318a (Home Loan) August, 1946. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND - MORTGAGE

THIS MORTGAGE, Made this 16th day of February, A. D. 1950, by and between James R. Luzier and Dolly Mae Luzier, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee, known as The Liberty Trust Company, Cumberland, Maryland.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Four Thousand Five Hundred Dollars (\$4,500.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing, delivered or mailed to the Mortgagor, in monthly installments of Thirty-Nine and 42/100 Dollars (\$39.42), commencing on the first day of (JRL) April, 1950, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of (JRL) March, 1962. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, this mortgage witnesseth, that in consideration of the premises and the

sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to wit:

All those lots or parcels of ground situated, lying and being on the westerly side of Potomac Street, in the Cellulose City Addition, Cresaptown, Allegany County, Maryland, known and designated as Lots Nos. 246 and 245 in Section "A" on the Plat of said Addition, which Plat, along with the description of said Lots, is recorded in Liber 125, Folio 551, one of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a stake on the westerly side of Potomac Street in the aforesaid Addition, distant North 8 degrees West 50 feet from the intersection of the Northerly side of Second Avenue with the westerly side of Potomac Street, and running thence with said westerly side, North 8 degrees West 50 feet to a stake; thence South 82 degrees West 100 feet to the easterly line of a 10-foot alley, thence with said easterly line, South 8 degrees East 50 feet to a stake, thence North 82 degrees East 100 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagors by William M. Skelley et ux., by deed dated February 16th, 1950, and duly recorded among the Land Records of Allegany County, Maryland.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a Purchase Money Mortgage.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto, the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the mortgagor will pay to the mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee, and of which the Mortgagor is notified) less all sums already paid

therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to sub-paragraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the mortgagor shall tender to the mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated, under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the mortgagee. In default of such payment by the mortgagor, the mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were in-

cluded in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said mortgagee, its successors and assigns, or George R. Hughes, its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in --- County, and such notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of fifty dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said mortgagee under this mortgage, whether the

same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: Hugh D. Shires
Hugh D. Shires

James R. Luzier (SEAL)
Dolly Mae Luzier (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James R. Luzier and Dolly Mae Luzier, his wife, the above named Mortgagors, and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the president of the within body corporate, Mortgagee, and made oath in due form of law, that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Victor Jones, et ux.

Mortgage.

To

Filed and Recorded February 18th 1950 at 9:30 A. M.

Western Maryland Bldg. & Loan Association, Inc.

(Stamps \$3.30)

THIS MORTGAGE, Made this 17th day of February, in the year nineteen hundred and fifty by and between Victor Jones and Emma E. Jones, his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Three Thousand (\$3,000.00) dollars, on thirty (30) shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times, and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE this mortgage witnesseth: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell, and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland, and more particularly described as follows:

ALL that lot or parcel of ground located and known as Lot No. 23, Block 49, in Potomac Park Addition, situated near the McMullen Boulevard, West of the City of Cumberland, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING at a point on the Southwesterly side of Main Street at the end of the third line of Lot No. 22 and reversing said line, South 51 degrees 6 minutes West 165.06 feet to a 20-foot alley and with it, North 38 degrees 54 minutes West 40 feet, thence at right angles to said alley, North 51 degrees 6 minutes East 161.87 feet to said Main Street, thence South 43 degrees 23 minutes East 40.12 feet to the place of beginning.

It being the same property which was conveyed by Wesley A. McCraw, et ux to Victor Jones, et ux., by deed dated July 25, 1946, and recorded in Deeds Liber 210, Folio 448, among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, however, that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements here- in mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said corporation, its successors or assigns, the principal sum of Three Thousand (\$3,000.00) dollars with six (6) per cent interest thereon, payable in 120 monthly payments of not less than \$33.33 each, on or before the 17th day of each month hereafter until the whole of the said principal debt and interest and any future ad- vances as aforesaid are paid, the first monthly payment to be due on the 17th day of April, 1950, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 17th day of March, 1960.

It is understood and agreed that the parties of the first part have the right to pay in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment, the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or com- panies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least three thousand (\$3,000.00) dollars, And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of the mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash, and to grant and convey the same to the purchaser or the purchasers there- of, or to his, her for their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some news- paper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not, and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

TEST: Ruth E. O'Donnell

Victor Jones (SEAL)

Emma E. Jones (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Victor Jones and Emma E. Jones, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time before me also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consid- eration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 17th day of February, 1950.

(Notarial Seal)

Ruth E. O'Donnell, Notary Public.

Romanus J. Helmstetter, et ux.

Mortgage.

To

Filed and Recorded February 18th 1950 at 11:20 A. M.

First National Bank of Cumberland, Md.

(Stamps \$4.40).

THIS MORTGAGE, Made this 17th day of February, 1950, by and between Romanus J. Helmstetter, and Clara M. Helmstetter, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incor- porated under the laws of the United States, party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Four thousand (\$4,000.00) dollars, payable one year after date with interest from date at the rate of five (5%) per cent per annum, payable quarterly.

NOW THEREFORE, this mortgage witnesseth:

That for and in consideration of the premises and of the sum of one (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the here- by mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that piece or parcel of ground situated and lying along the easterly side of the County Road leading through Cash Valley and about one and one-half miles southwest of the village

Mortg. City Mar. 3 1950

of Corriganville in Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake on the easterly side of the County road leading through Cash Valley, being distant South 53 degrees 34 minutes East 20 feet from Station 62 - 55 of the County survey of said road and on the southerly side of a 15-foot roadway leading from said County Road to the right-of-way of the Western Maryland Railroad and running (1) thence by magnetic bearings of 1933, South 53 degrees 34 minutes East 280.6 feet to a stake in the westerly right-of-way of the Western Maryland Railroad Company, said stake being 50 feet distant from the center between the two main tracks of said railroad; (2) thence with the westerly right-of-way of said railroad, being a line 50 feet distant and parallel with the center between the main tracks of said railroad by a curve to the left having a radius of 5779.7 feet, whose chord is South 45 degrees 27 minutes West 95.8 feet to a stake (3) thence leaving said right of way, North 53 degrees 34 minutes West 262.85 feet to a stake standing 20 feet distant from Station 63 - 65 of the County survey of said County Road; (4) thence 20 feet distant and parallel with the center-line of said road, by a curve to the right whose chord is North 34 degrees 35 minutes East 95.1 feet to the place of beginning, containing 3/5 acres, more or less, and being a part of that tract and parcel of land which was conveyed to Clement J. Helmstetter by Savina E. Helmstetter, widow, by deed dated July 28, 1933, and recorded among the land records of Allegany County, Maryland, in Liber 170, Folio 119.

It being the same property which was conveyed to the first parties by deed of Clement J. Helmstetter and Mary F. Helmstetter, his wife, dated the 31st day of January, 1949, and to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand (\$4,000.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such further advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be

necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least four thousand (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Romanus J. Helmstetter (SEAL)

(SEAL)

H. C. Landis.

Clara M. Helmstetter (SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY NOTIFY, that on this 17th day of February, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Romanus J. Helmstetter and Clara M. Helmstetter, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me also appeared H. A. Pitzer, president of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Floyd C. Boor, Notary Public.

[illegible]

Chattel Mortgage.

Ralph Charles Adams

Filed and Recorded February 20th 1950 at 8:30 A. M.

(Stamps 55¢).

To

Brotherhood of Railroad Trainmen.

MORTGAGE OF CHATTELS - (Vehicles)

MORTGAGE OF CHATTELS -(vehicles)
THIS MORTGAGE, made this 18th day of May, 1949, by Ralph Charles Adams, of 178 Thomas Street, Cumberland, County of Allegany, State of Maryland, by occupation Trainman, hereinafter

every other notice, or demand whatsoever being hereby expressly waived by said Mortgagor and from the proceeds of sale retain all costs and charges incurred by it in the said taking or sale, including reasonable attorney's fees incurred; also all sums due from Mortgagor to Mortgagee and interest thereon, and any surplus of such proceeds remaining shall be paid to the Mortgagor, or whoever may be lawfully entitled to receive the same; if there be a deficit, Mortgagor agrees immediately to pay the same to Mortgagee.

Mortgagee, or its agent, may bid and purchase at any sale made under this mortgage or herein authorized, or at any sale made upon foreclosure of this mortgage.

Mortgagor further agrees that if from any cause there shall be a substantial decrease in the value of said mortgaged vehicle, the said Mortgagee shall have the option of demanding of said Mortgagor further security in order to offset the said decrease in value, and upon the failure of said Mortgagor to give said additional security, Mortgagee may proceed in the same manner as herein provided in case of any other default.

This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns.

It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be an election of that action, but rather, the rights and privileges and option granted to the Mortgagor under the terms of this mortgage shall be deemed cumulative, the one with the other and not alternative.

Time is declared to be the essence of said note and this mortgage with respect to the performance of the covenants and obligations set forth herein, and it is further specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or of this mortgage, shall be deemed a waiver of any breach or default thereafter occurring.

It is expressly agreed that should any clause, sentence or provision of this mortgage be invalid according to the laws of the state in which the said mortgage is executed, the remaining clauses, sentences and provisions of the said mortgage shall not thereby be invalidated, but shall remain in full force and effect.

It is expressly agreed that if any such statement or representation contained herein be false or untrue, then, and in that event, the note evidencing indebtedness in this transaction shall become immediately payable and due without notice to the debtor.

The Undersigned mortgagor hereby specifically certifies that he has read and understands the purport and effect of this mortgage.

Ralph Charles Adams,
178 Thomas St.,
Cumberland, Md.

STATE OF MARYLAND, COUNTY OF ALLEGANY:

I, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me by Ralph Charles Adams, who signed and acknowledged same to be his act and deed.

Witness my hand and official seal this 28th day of Jan. 1950.

(Notarial Seal.
My Commission Expires May 7, 1951.

Mildred E. Fisher,

INSTALLMENT NOTE

\$707.76 Name of Borrower Ralph Charles Adams No. 267-0001.
Insurance expires as follows (mark which) with X after X; Before - due date of final instalment.

Cumberland, Md., May 18, 1949.

FOR VALUE RECEIVED, the undersigned, jointly and severally promise to pay in lawful

money of the United States, to the order of ----- in the above named city, the sum of Seven Hundred Seven & 76/100 Dollars, (\$707.76), payable as follows: Eighteen equal successive monthly instalments of Thirty-Nine & 32/100 dollars (\$39.32) beginning 6/15/49 - 19--, and ending 11/15/50.

All delinquent instalments to bear interest at the rate of --- per cent --- (--%) per annum from date of maturity until paid.

In the event of default in the payment of any of the said instalments as hereinabove provided, time being of the essence hereof, the holder of this note may without notice or demand declare the entire principal sum then unpaid together with accrued interest thereon immediately due and payable.

In the event of commencement of suit to enforce payment of this note the undersigned, jointly and severally agree to pay such additional sum as attorneys' fees as the Court may adjudge reasonable.

This note is secured by a mortgage of chattels dated May 18, 1949.

Ralph Charles Adams.

178 Thomas St., Cumberland, Md.

This instrument was accepted by the Brotherhood of Railroad Trainmen as a true, bona fide consideration which shows the lien set forth therein.

John A. McKenzie

By John A. McKenzie.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, SS:

On this 16 day of February, 1950, personally appeared John A. McKenzie, known to me to be the person who signed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above -----

(Notarial Seal)
My Commission Expires July 11, 1953.

DOROTHY H. LALLEY,
Notary Public in and for the said
County and State.

Robert Thwaites, Jr., et ux.

Mortgage.

To

Filed and Recorded February 20th 1950 at 2:40 P.M.

(Stamps \$2.75)

Liberty Trust Company of Cumberland, Md.

THIS MORTGAGE, made this 17th day of February, in the year nineteen hundred and fifty by and between Robert Thwaites, Jr., and Anna Elizabeth Thwaites, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Robert Thwaites, Jr., and Anna Elizabeth Thwaites, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the order of the said The Liberty Trust

Mortgage, City Mar 3 1950

Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert Thwaites, Jr., and Anna Elizabeth Thwaites, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Northerly side of Oldtown Road, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at the intersection of the northerly side of the Oldtown Road with the Easterly side of a Ten-foot alley shown on the Plat of the McCrea Addition to the City of Cumberland, said Plat being recorded in Liber No. 111, Folio 345, of the Land Records of Allegany County, and running thence with the Northerly side of the Oldtown Road, South 48 degrees 30 minutes East 39 feet, thence North 23 degrees 39 minutes East 60.34 feet, thence South 84 degrees 6 minutes West 42.38 feet to the East side of aforementioned alley, thence with said alley, South 24 degrees 10 minutes West 27.5 feet to the place of beginning.

It being the same property which was conveyed unto the said Anna Elizabeth Thwaites, by Emma Crosser, widow, by deed dated May 6, 1936, and recorded in Liber 174, Folio 592, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly

constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: James McSorley Robert Thwaites, Jr., (SEAL)
Anna Elizabeth Thwaites (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Robert Thwaites, Jr., and Anna Elizabeth Thwaites, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.
James McSorley, Notary Public.

Virginia P. Lindeman, et vir.

Chattel Mortgage.

To

Filed and Recorded February 21" 1950 at 8:30 A. M.

Family Finance Corporation

Account No. 16,399 - Actual Amount of this Loan is \$130.00 - Cumberland, Md., February 17, 1950.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Second Floor, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of One Hundred-Thirty no/100 Dollars (\$130.00), as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$8.74 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at --- in the City of ---- County of ---- State of Maryland, to-wit: -----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at 173 Independence St., in the City of Cumberland, County of Allegany, Maryland;

1 Grunow console radio, 1 Easy chair, 1 maroon chair, 1 Peerless gas heater, 1 day bed, 1 desk, 2 stands, 1 electric washer, Thor 44199, 4 red leather chairs, 1 Kelvinator refrigerator, 1 gas Kenmore stand stove, 1 white metal utility cabinet, 1 cupboard, 1 chrome table, 1 double oak bed, 1 oak dressing table, 1 chest of drawers, 2 stands, 1 chest of drawers, 1 baby bed, 1 oak wardrobe, 1 cedar chest, 1 sewing machine, 1 coffee table, 1 stand.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto the said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this Mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate

possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee, its successor and assigns is licensed, whichever mortgagee its successor and assigns shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

WHEREVER the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: E. F. Hoban

Virginia P. Lindeman (SEAL)

WITNESS: D. W. Squires

Clyde E. Lindeman (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 17th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Virginia P. Lindeman and Clyde E. Lindeman (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, going Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared D. W. Squires, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

debt intended to be secured, shall at once become due and payable and these presents are hereby declared to be made in trust and the Mortgagee is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said Mortgagee, its successors or assigns, or F. Brooke Whiting, its constituted attorney, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said city, and the proceeds of such sale shall be applied, first, to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any to be paid to the said Mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said Mortgagee and applied to said deficiency.

WITNESS, the hand and seal of said Mortgagor, the day and year first above written.
 Witness: Marcus A. Naughton Norman O. White (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Norman O. White, and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me personally appeared John L. Conway, cashier Cumberland Savings Bank, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Marcus A. Naughton, Notary Public.

Earl F. Gower, Jr., et ux.

To

Home Building & Loan Association, Inc.

Filed and Recorded February 23rd 1950 at 11:25 A. M.

Mortgage.

(Stamps \$8.25)

THIS MORTGAGE, Made this 20th day of February, in the year nineteen hundred and fifty, by and between Earl F. Gower, Jr., and Elizabeth H. Gower, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-Five Hundred and Thirty-nine Dollars and Seventy-Eight cents, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent (6%) per annum, in the manner following:

By the payments of eighty (\$80) dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and

(2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the westerly side of Allegany Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same at a point on the westerly side of said Allegany Street at the end of Two Hundred and Seventy-Five and five-tenths feet measured in a northerly direction along the westerly side of said Allegany Street from its intersection with the northerly side of Washington Street, and running thence with the westerly side of said Allegany Street, North seven degrees and nine minutes East thirty-five feet to the lot heretofore conveyed by Robert R. Henderson, et al, unto Adrian C. Kintner and wife by deed dated October 10, 1918, and running thence with the line of said Kintner lot, and the same extended, North eighty degrees and eleven minutes West ninety-five feet to an alley ten feet wide; then with said alley and parallel with Allegany Street, South seven degrees and nine minutes West thirty-five feet; then South eighty degrees and eleven minutes East ninety-five feet to the place of beginning.

This being the same land which was conveyed by Frank A. Stein and Emma L. Stein, his wife, unto the said Earl F. Gower, Jr., and Elizabeth H. Gower, his wife, by deed dated May 24, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 209, Folio 140, to which deed special reference is hereby made.

The above described property is improved by a two-story brick dwelling house of eight rooms and bath with slate roof and gas furnace heat and is known as No. 13 North Allegany Street, Cumberland, Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances, except for this mortgage herein and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the

said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns, further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of Seventy-Five Hundred and Thirty-Nine Dollars and Seventy-Eight Cents in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments, as aforesaid, or any part thereof, that then and in either or any such event, the Mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt-intended hereby to be secured shall become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days,

and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS, the hand and seal of the said mortgagors.

Attest: W. Carl Richards

Earl F. Gower, Jr. (SEAL)

Elizabeth H. Gower (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Earl F. Gower, Jr., and Elizabeth H. Gower, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth and did make oath in due form of law that he had the proper authority to make this affidavit as agent for said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

W. Carl Richards, Notary Public.

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E. J. Wellington Metzger, et al.

Mortgage.

To

Filed and Recorded February 23rd 1950 at 9:15 A. M.

(Stamps \$2.20).

Liberty Trust Company

THIS MORTGAGE, made this 21st day of February, in the year nineteen hundred and fifty, by and between E. J. Wellington Metzger, widower, and John Galen Metzger, unmarried, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said E. J. Wellington Metzger, widower, and John Galen Metzger, unmarried, stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand Two Hundred (\$2,200.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said E. J. Wellington Metzger, widower, and John Galen Metzger, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the southerly side of Columbia Avenue, in the City of Cumberland, Allegany County, Maryland, designated as part of Lot No. 2 of Section A, in the Cumberland Improvement Company's Northern Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same on the southerly side of Columbia Avenue at the end of the first line of Lot No. 1, of Section A, and running thence with said Avenue, North 68-3/4 degrees West 29.85 feet, thence at right angles to said Avenue, South 21-1/4 degrees West 140 feet to an alley, thence with said alley, and parallel with said Avenue, South 68-3/4 degrees East 29.85 feet to the end of the second line of Lot No. 1, then with the said second line, reversed, North 21-1/4 degrees East 140 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Robert MacDonald Bruce, Trustee, by deed dated August 7, 1945, and recorded in Liber 204, Folio 686, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Two Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to

the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Two Hundred (\$2,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said Mortgagor.

Attest: Thomas L. Keech

E. J. Wellington Metzger (SEAL)

John Galen Metzger (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of February, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared E. J. Wellington Metzger, widower, and John Galen Metzger, unmarried, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Chattel Mortgage.

Harold Reno Kyle, et ux.

Filed and Recorded February 23rd 1950 at 8:30 A.M.

To

Fidelity Savings Bank of Frostburg, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 20th day of February, in the year 1950, by and between Harold Reno Kyle and Elizabeth Jean Kyle, his wife, of Allegany County, Maryland, hereinafter called the Mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Eleven Hundred Sixty-Six 47/100 Dollars (\$1,166.47) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$1,166.47, payable to the order of said bank.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described

To Metzger, Frostburg, Md.
Mar 3 1950

Edward Grimshaw et al
To
Filed and Recorded February 17th 1950 at 1:00 P.M.
The Liberty Trust Company, Cumberland, Maryland

Chattel Mortgage

THIS PURCHASE MONEY CHATTEL MORTGAGE, made this 10th day of February 1950, by and between Edward Grimshaw, Cecil S. Grimshaw

of Allegany County, Maryland, party of the first part, and THE LIBERTY TRUST COMPANY, a banking corporation duly incorporated under the laws of the state of Maryland, party of the second part.

WITNESSETH:

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full sum of Five Hundred Thirty-Three Dollars and 06/100 (\$533.06) payable one year after date hereof, together with interest thereon at the rate of six per cent (6%) per annum, as is evidenced by the promissory note of the said party of the first part of even date and tenor herewith, for said indebtedness, together with interest as aforesaid said party of the first part hereby covenants to pay to the said party of the second part, as and when the same shall be due and payable.

NOW THEREFORE, This Chattel Mortgage witnesseth that in consideration of the premises and of the sum of one Dollar (\$1.00) the said party of the first part does hereby bargain, sell, transfer, and assign unto the said party of the second part, its successors and assigns following described personal property:

1950 Norton Motorcycle Model 7 Motor # E12-27639

TO HAVE AND TO HOLD the above mentioned and described personal property to the said party of the second part, its successors and assigns, forever.

Provided, however, that if the said Edward Grimshaw, Cecil S. Grimshaw shall well and truly pay the aforesaid debt at the time herein before set forth, then this Chattel Mortgage shall be void.

The said party of the first part covenants and agrees with the said party of the second part in case default shall be made in the payment of the said indebtedness, or if the party of the first part shall attempt to sell or dispose of the said property above mortgaged, or any part thereof, without the assent to such sale or disposition expressed in writing by the said party of the second part, or in the event the said party of the first part shall default in any agreement covenant or condition of the mortgage, then the entire mortgage debt intended to be secured hereby shall become due and payable at once, and these presents are hereby declared to be secured hereby, and the said party of the second part, its successors and assigns, or William C. Walsh, its duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises where the aforesaid vehicle may be or be found, and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her, or their assigns, which said sale shall be made in manner following to wit: by giving at least ten days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance to pay the same over to the said Edward Grimshaw, Cecil S. Grimshaw his personal representatives and assigns, and in the case of advertisement under the above power but not sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

And it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the said party of the first part may remain in possession of the above mortgaged property.

WITNESS the hand and seal of the said mortgagor this 10th day of February 1950
Thos J. McNamee
Edward Grimshaw
Cecil S. Grimshaw (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 10th day of February 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Edward Grimshaw, Cecil S. Grimshaw the within mortgagor and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time before me also appeared Charles A. Piper, President of the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the President of the within named mortgagee, and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Thos J. McNamee
Notary Public

Simon T. Kenny et ux
To
Filed and Recorded February 21st 1950 at 2:30 P.M.
Mortgage

This Mortgage, Made this 18th day of February
in the year Nineteen Hundred and Fifty
Simon T. Kenny and Ellen F. Kenny his wife,
by and between
of Hagerstown, Washington County, in the State of Maryland
parties of the first part, and Alvin H. Tennent

of Lonaconing, Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the said party of the second part in the full and just sum of Sixty-eight Hundred Dollars (\$6,800.00) payable with interest on the unpaid balance at 5% per annum reckoning from the date hereof in installments of One Hundred Fifty Dollars (\$150.00) every six months for the period of ten (10) years, the balance at the end of said ten years to be payable in full with interest as aforesaid; all of which is evidenced by this mortgage. The mortgagors to have the right to pay any part of the mortgage debt at any interest paying period in sums of One Hundred Fifty Dollars (\$150.00) or multiples thereof or all cash at option of mortgagors.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Simon T. Kenny and Ellen F. Kenny his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Alvin H. Tennent, his

heirs and assigns, the following property, to-wit:
All that lot or parcel of ground situated, lying and being on the Easterly side of Tilghman Street in the City of Cumberland, Allegany County, Maryland, particularly described as follows:

BEGINNING for the same at a point on the Easterly side of Tilghman Street, distant 80 feet measured in a Southerly direction along the Easterly side of said Street from its intersection with the Southerly side of Cumberland Street, said point being also at the beginning of the whole lot conveyed by Louisa P. Henderson, et al, to Thomas P. Kenny, by a deed dated August 29, 1923, and recorded in Liber 144, folio 401, one of the Land Records of said County; and running thence with the Easterly side of Tilghman Street, South 13 degrees West 30.9 feet; thence at right angles to Tilghman Street, South 77 degrees East 100 feet to the Westerly side of an Alley; thence with said side of said Alley, North 13 degrees East 30.9 feet; thence perpendicular to Tilghman Street, North 77 degrees West 100 feet to the place of beginning.

Being the same three properties, described as a whole, which were conveyed unto Anne P. Kenny in separate parcels by the following three deeds: Thomas P. Kenny, widower, to Anne P. Kenny, dated July 9, 1937, and recorded in Liber 178, folio 251, of the Land Records of Allegany County, Maryland; Simon T. Kenny, et ux to Anne P. Kenny, dated June 8, 1940, and recorded in Liber 187, folio 73 of said Land Records; and Simon T. Kenny, et ux to Anne P. Kenny, dated July 21, 1945, and recorded in Liber 205, folio 543, of said Land Records.

It also being the same property conveyed to the said parties of the first part by Simon F. Reilly and Lewis M. Wilson, Trustees in No. 21,410 Equity by deed of even date herewith, and intended to be recorded simultaneously with this mortgage among the Land Records of Allegany County, Maryland. The said sum of Sixty-eight Hundred Dollars (\$6,800.00) paid by the said Alvin H. Tennent directly to said Trustees being a part of the purchase money of the property so sold by said Trustees to said parties of the first part herein.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Simon T. Kenny and Ellen F. Kenny his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Alvin H. Tennent, his heirs, executors, administrators or assigns, the aforesaid sum of Sixty-eight hundred dollars (\$6,800.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Simon T. Kenny and Ellen F. Kenny his wife

Simon T. Kenny and Ellen F. Kenny his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

Alvin H. Tennent, his

heirs, executors, administrators and assigns, or J. Lindley Sloan
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Simon T. Kenny and Ellen F. Kenny his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Simon T. Kenny and Ellen F. Kenny, his wife

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-eight Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seals of said mortgagor s:

Attest

Mary C.Kelly

Simon T. Kenny _____ (Seal)

Allen F. Kenny (Seal)

(Seal)

_____ (Soal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 18th day of February

in the year nineteen hundred and Fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Simon T. Kenny and Ellen F. Kenny his wife.

and each acknowledged the foregoing mortgage to be their respective act and deed ~~xxxx~~
~~at the same time xxxxxxxxxx personally appeared xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx~~
~~the within named mortgage xxxxxxxxxx and xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx~~
~~mortgage xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx~~

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

~~Mary C. Kelly~~

Notary Public

Victor Jones et ux

To
Kenneth O. Crowe et ux

Filed and Recorded February 21st 1950 at 11:50 A.M.

Mortgage

eth O. Crowe et ux
This Mortgage.

City Mortgage, Made this 17th day of February

in the year Nineteen Hundred and Fifty _____, by and between

Victor Jones and Emma E. Jones his wife.

of Allegany County, in the State of Maryland

parties of the first part, and Kenneth O. Crowe and Thea V. Crowe, his wife.

of Allegany County, in the State of Maryland

part ies of the second part. WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the parties of the second part in the full and just sum of Four Hundred (\$400) Dollars as is evidenced by their joint and several note in the sum of Four Hundred (\$400) Dollars, payable one (1) year after date together with interest at the rate of six (6) per cent per annum of the even date, made payable to the order of the parties of the second part,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Victor Jones and Emma E. Jones, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Kenneth O. Crowe and Ilea V. Crowe, his wife, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground located and known as Lot No. 23, Block 49, in Potomac Park Addition, situated near the McMullen Boulevard, west of the City of Cumberland, Maryland, which said lot is more particularly described as follows, to wit:

bed as follows, to wit:
 BEGINNING at a point on the Southwesterly side of Main Street at the end of the third line of Lot No. 22 and reversing said line, South 51 degrees 6 minutes West 165.06 feet to a 20 foot alley and with it North 38 degrees 54 minutes West 40 feet, thence at right angles to said alley, North 51 degrees 6 minutes East 161.87 feet to said Main Street, thence South 43 degrees 23 minutes East 40.12 feet to the place of beginning.

THIS BEING the same land which was conveyed by Wesley A. McCraw and Mary C. McCraw, his wife, unto the said Victor Jones and Emma E. Jones, his wife, by deed dated July 25, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 210, folio 448, to which said deed special reference is hereby given.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Victor Jones and Emma B. Jones, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Kenneth O. Crowe and Thea V. Crowe, his wife, their the aforesaid sum of Four hundred (\$400) Dollars executors, administrators or assigns, the aforesaid sum of Four hundred (\$400) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Victor Jones and Emma E. Jones, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Victor Jones and Emma E. Jones, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Kenneth O. Crowe and Thea V. Crowe, his wife, their

heirs, executors, administrators and assigns, or Thomas Lohr Richards his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Victor Jones and Emma E. Jones, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Victor Jones and Emma E. Jones his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Hundred (\$400) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee's, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor's.

Attest

Rosalie A. Crabtree

Victor Jones

(Seal)

Emma E. Jones

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 17th day of February

in the year nineteen hundred and Fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared Victor Jones and Emma E. Jones, his wife,

each

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared T. L. Richards Attorney and agent for Kenneth O. Crowe and Thea V. Crowe, his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

W. Carl Richards

Notary Public

George W. Steele et ux Filed and Recorded February 21st 1950 at 9:45 A.M.
Albert C. Miller et ux

This Mortgage,

Made this 21st day of February
in the year Nineteen Hundred and Fifty

Mortgage
(Stamps \$2.20)

by and between

George W. Steele and Catherine Regina Steele, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Albert C. Miller and Gertrude Miller, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the parties of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) to be repaid in monthly payments of at least Thirty-five Dollars (\$35.00) without interest, the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the entire principal sum due hereunder shall have been paid in full,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said George W. Steele and Catherine Regina Steele, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Albert C. Miller and Gertrude Miller, his wife, their

heirs and assigns, the following property, to-wit: All that piece or parcel of ground situated in Election District No. 11 Allegany County, Maryland, and on the North side of the National Highway about two miles west of Frostburg, it being a part of the 50-acre tract which was originally conveyed to John D. Reese by deed of the Borden Mining Company dated June 6, 1899, and recorded in Liber No. 86 folio 218, of the Land Records of Allegany County, Maryland, and more particularly described as follows (magnetic courses reduced to vernier readings and horizontal distances being used throughout):

BEGINNING for the same at a stake standing on the Northerly limits of the National Highway and 33 feet distant from the center line thereof, said stake being also at the end of 77.44 feet on a line drawn North 33 degrees 30 minutes East from a set stone planted at the end of the tenth line of the aforesaid 50-acre Reese Tract, and being also at or about, the end of the third line of the aforesaid 50-acre Reese Tract, and being also at or about, the end of the second part of the 4.12 acre tract which was conveyed to Clarence O. Workman et ux under the second part of the deed of Elizabeth Reese, widow, dated March 25, 1938, and recorded in Liber No. 180, folio 397, of the aforesaid Land Records and running thence with part of the fourth line of said deed with an allowance of 2 degrees 24 minutes for magnetic variation plus a correction of 6 minutes so as to enable the aforesaid fourth line to meet its call; North 33 degrees 30 minutes East 171.62 feet to a stake, thence leaving said fourth line South 87 degrees 50 minutes East 62.53 feet to a stake, thence South 14 degrees 24 minutes West 150.00 feet to a stake standing on the Northerly limits of the National Highway, 33 feet distant from the center line thereof, and at the end of 300 feet on, or about, the third line of the aforesaid REESE-WORKMAN deed thence with or about, the remainder of said line with an allowance of 40 minutes for variation and correction and with the Northerly limits of the National Highway North 87 degrees 50 minutes West 120.00 feet to the beginning, containing .307 of an acre, more or less.

IT BEING the same property which was conveyed to George W. Steele and Catherine Regina Steele, his wife, by Clarence O. Workman and Margaret L. Workman, his wife by deed dated November 13, 1947, and recorded in Liber 218, folio 472, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said George W. Steele and Catherine Regina Steele, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Albert C. Miller and Gertrude Miller, his wife, their executors, administrators or assigns, the aforesaid sum of Two Thousand Dollars (\$2,000.00) as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Verified
To Edward Fisher
Feb 27 1950

And it is Agreed that until default be made in the premises, the said
George W. Steele and Catherine Regina Steele, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said George W. Steele and Catherine Regina Steele, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Albert C. Miller and Gertrude Miller, his wife,

heirs, executors, administrators and assigns, or Gorman E. Getty his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said George W. Steele and Catherine Regina Steele, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said George W. Steele and Catherine Regina Steele, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand Dollars (\$2,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

W. Edward Eichner

George W. Steele (Seal)

Catherine Regina Steele (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Steele and Catherine Regina Steele, his wife,

and acknowledged the aforesaid mortgage to be their act and deed; and at the same time before me also personally appeared Albert C. Miller, one of

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William A. Wilson

Notary Public

James O. Rowand et ux

To Robert L. Zeller et ux

Filed and Recorded February 23rd 1950 at 10:50 A.M.

Mortgage

(Stamps \$1.65)

This Mortgage, Made this 21st day of February

in the year Nineteen Hundred and Fifty

James O. Rowand and Carolyn M. Rowand, his wife,

by and between

of Allegany

County, in the State of Maryland

parties of the first part, and Robert L. Zeller and Catherine B. Zeller, his wife,

of Allegany

County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said parties of the second part in the full and just sum of Fifteen Hundred Dollars (\$1500.00) and to secure the payment, together with the interest thereon when and as the same may become due and payable this mortgage is given, and the mortgagors further agree to pay to said mortgagees the sum of Twenty-five Dollars, (\$25.00) each and every month accounting from the first day of March 1950 to be applied on the principal sum of said mortgage debt, interest payments to be adjusted accordingly. This mortgage is written for a term of three years from its date and after the expiration of said three years, if not paid, the mortgage shall continue in force under the same terms and conditions as written until called by said mortgagees, their heirs or assigns. It is understood and agreed by the parties to this mortgage that the principal sum of said mortgage debt shall bear interest at the rate of five percent per annum, payable semi-annually.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land lying and being on the Southerly side of Braiddock Road, opposite the Allegany Grove Camp Ground, known and designated as Lot No. 2 in Glen View Terrace Addition, which said lot is more particularly described as follows: BEGINNING for the same at the intersection of the Southerly side of Braiddock Road and the easterly side of a 25 foot street, known as Glen View Terrace, said beginning point being North 57 degrees 30 minutes East 25 feet, from the end of the first line of a deed from Norbert J. Zeller et ux to Lyman M. Zeller dated November 9, 1946 which has been heretofore recorded among the Land Records of Allegany County, Maryland, and running then with the southerly side of Braiddock Road North 57 degrees 30 minutes East 62.5 feet, then South 32 degrees 30 minutes East 140 feet, then South 57 degrees 30 minutes West 62.5 feet to the easterly side of said Glen View Terrace and then with said Terrace North 32 degrees 30 minutes West 140 feet to the place of beginning.

It being the same property conveyed by Robert L. Zeller and Catherine B. Zeller, his wife, to James O. Rowand and Carolyn M. Rowand, his wife, by deed dated the 21 day of February 1950, and to be recorded among the Land Records of Allegany County, Maryland prior to the recording of this mortgage.

The above described property being subject, however, to the restrictions contained in the deed last above referred to.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Fifteen Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed & Delivered
To the W. E. P. Co. City
Feb 23 1950

And it is Agreed that until default be made in the promises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or George W. Legge his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, t heir representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen hundred

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest
Gerald L. Harrison
James O. Rowand (Seal)
Carolyn M. Rowand (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James O. Rowand and Carolyn M. Rowand, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Robert L. Zeller and Catherine B. Zeller his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Charles A. Nave et ux

To Mary E. Nave et vir

Filed and Recorded February 23rd 1950 at 10:50 A.M.

Mortgage

This Mortgage,

Made this 21st day of February in the year Nineteen Hundred and Fifty

, by and between

Charles A. Nave and Geneva C. Nave his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Mary E. Nave and Rufus D. Nave, her husband

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said Mary E. Nave and Rufus D. Nave her husband as tenants by the entireties in the full and just sum of Six Thousand (\$6,000.00) Dollars for which they have given their promissory note of even date herewith payable on or before twelve years after date with interest at the rate of 3% per annum, in monthly payments on the principal and interest of not less than \$40.00 interest to be calculated every six months on the principal due at beginning of said six months and all payments made during said period to be then applied first to interest and balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground situate, lying and being on the Southerly side of Conrad Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 10 on the "Amended Plat of Jerry C. Long's Addition to Frederick Street" filed in Plat Case, Box 97, one of the Land Records of Allegany County, Maryland, which said lot is described as follows: Beginning at a point on the Southerly side of Conrad Avenue at the end of the first line of Lot No. 9, said point of beginning being also distant 295 feet measured in a Westerly direction along the Southerly side of said Conrad Avenue from its intersection with the Westerly side of Frederick Street, and running thence with the Southerly side of said Conrad Avenue, North 50 degrees 30 minutes West 30-2/10 feet to the Easterly side of a 20 foot Street; and with it, South 37 degrees 36 minutes West 124 feet to the Northerly side of a 12-1/2 foot alley; and with it, South 50 degrees 30 minutes East 30-2/10 feet to the end of the second line of aforesaid Lot No. 9; thence reversing said second line, North 37 degrees 36 minutes East 124 feet to the place of beginning.

Being the same property conveyed by Mary E. Nave et vir to the said Charles A. Nave et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Six thousand (\$6,000.00)

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal of said mortgagors.

Attest Ina E. Hughes
Ina E. Hughes

Charles A. Nave (Seal)

Geneva C. Nave (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 21st day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles A. Nave and Geneva C. Nave, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Mary E. Nave and Rufus D. Nave, her husband the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Ina E. Hughes

Notary Public

Raymond H. Burke et ux

To The Second National Bank of Cumberland, Maryland, Filed and Recorded February 23rd 1950 at 11:20 A.M. Mortgage

This Mortgage, Made this 23rd day of February

PURCHASE MONEY in the year Nineteen Hundred and Fifty, by and between Raymond H. Burke and Bessie Burke, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Thirteen Hundred (\$1,300.00) Dollars this day loaned to the parties of the first part by the party of the second part on account of the cost and purchase price of materials and labor to be provided and used in the improvement of the property herein conveyed; said principal sum of \$1,300.00 with interest at 5% per annum, to be repaid by the parties of the first part to the party of the second part in payments of not less than \$20.00 per month; said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full. Provided, however, that any balance of principal and interest unpaid at the end of ten (10) years from the date hereof shall be then due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, its successors

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the corner of Mullen and Grant Streets (formerly known as Fairview Street) in Mapleside Addition to Cumberland, Allegany County, Maryland, known as Lot No. 309 on the Plat of said Addition, and described as follows:

BEGINNING at the end of the first line of Lot No. 308 of said Addition and running with the West side of Mullen Street South 10 degrees 10 minutes West 50 feet to its intersection with the North side of Grant Street (formerly called Fairview Street) and with it North 79 degrees 50 minutes West 100 feet to a 15-foot alley, and with it North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 308, and with it reversed South 79 degrees 50 minutes East 100 feet to the beginning.

BEING the same property which was conveyed to the parties of the first part by C. Glenn Watson, et ux by deed dated the 2nd day of November, 1935, and recorded among the Land Records of Allegany County in Liber No. 173, folio 586.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Thirteen Hundred (\$1,300.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed February 23rd 1950
To Mfg. Co. Feb 27 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~and assigns, or~~ William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirteen Hundred (\$1,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of first, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Angela W. McClure (Seal)
Angela W. McClure (Seal)
Raymond H. Burke (Seal)
Bessie Burke (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 23rd day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond H. Burke, and Bessie Burke, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner Cashier of the Second National Bank of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Chas. E. Shaw

Notary Public

Robert H. Kirk et ux Filed and Recorded February 27th 1950 at 10:50 A.M. Mortgage
Cumberland Savings Bank of Cumberland (Stamps \$3.30)

This Mortgage, Made this 25th day of February in the year Nineteen Hundred and Fifty Robert H. Kirk and Betty E. Kirk, his wife,

of Allegany County, in the State of Maryland part ies of the first part, and Cumberland Savings Bank of Cumberland, Maryland a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said Robert H. Kirk and Betty E. Kirk, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Three Thousand Dollars (\$3,000.00) to be paid with interest at the rate of five per cent (5%) per annum, to be computed monthly on unpaid balances, in payments of at least Thirty Dollars (\$30.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Robert H. Kirk and Betty E. Kirk, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or

~~assigns~~ assigns, the following property, to-wit:

All that piece or parcel of land lying and being in Allegany County, Maryland, known as Lot No. 48 in the First Addition Bowling Green, situate along the Old River Road (now called McMullen Boulevard) a plat of which said Addition is recorded among the Land Records of Allegany County, and said lot being more particularly described as follows:

Beginning at a point on the Southeasterly side of Cresap Road (as shown on said Plat) at the division line between Lots Nos. 47 and 48, and running thence with said Cresap Road South 35 degrees 50 minutes West 40 feet; thence South 54 degrees 10 minutes East 120 feet to an alley, and with said alley North 35 degrees 50 minutes East 40 feet, thence North 54 degrees 10 minutes West 120 feet to the place of beginning.

It being the same property which was conveyed to Robert H. Kirk and Betty E. Kirk his wife, by Lulu W. Kidd (Widow) by deed dated August 13, 1947, and recorded in Liber 216, Folio 519, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Robert H. Kirk and Betty E. Kirk, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed February 26th 1950
To Allegany County
Mar 4 1950

And it is Agreed that until default be made in the promises, the said

Robert H. Kirk and Betty E. Kirk, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Robert H. Kirk and Betty E. Kirk, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland its successors or assigns

~~to sell the property hereby mortgaged or so much thereof as may be necessary, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said~~

Robert H. Kirk and Betty E. Kirk, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Robert H. Kirk and Betty E. Kirk, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Ethel McCarty

Robert H. Kirk (Seal)

Betty E. Kirk (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25th day of February

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Robert H. Kirk and Betty E. Kirk, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton, an Agent of the Cumberland Savings Bank of Cumberland, Maryland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent of the Cumberland Savings Bank

WITNESS my hand and Notarial Seal the day and year aforesaid of Cumberland, Maryland and duly authorized to make this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public

Aron Lazarus Jr.

Charles W. Yergan et ux

Filed and Recorded February 27th 1950 at 3:40 P.M.

Mortgage

This Mortgage,

Made this 27th day of February

Purchase Money in the year Nineteen Hundred and Fifty

by and between

Aron Lazarus, Jr. (Unmarried)

of Allegany County, in the State of Maryland

part y of the first part, and Charles W. Yergan and Gracia S. Yergan his wife,

of Allegany County, in the State of Maryland

part 123 of the second part, WITNESSETH;

Whereas, the said party of the first part stands indebted unto the said parties of the second part in the just and full sum of Twenty-five hundred dollars (\$2500.00) as is evidenced by his promissory note of even date herewith for said sum of money, payable to the order of the said parties of the second part one year after date with interest from date at the rate of five per cent per annum, payable semi-annually as it accrues; in addition to said interest said party of the first part is to pay on the principal during the existence of this indebtedness not less than \$150.00 at each interest payment period, until said principal and interest are fully paid. And this mortgage is given to secure part payment of the purchase money of the property hereinafter described, and is therefore a purchase money mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situate in Allegany County, Maryland, and designated on the Plat of the Humbird Land and Improvement Company of Cumberland, Maryland, as Lot No. 5, and particularly described as follows, to-wit:

BEGINNING for the same on the South side of Offutt Street, at the end of the first line of Lot No. 4 and running thence with said Street, South 53½ degrees East 25 feet, thence South 36½ degrees West 125 feet to an alley, and with it, North 53½ degrees West 25 feet to the end of the second line of Lot No. 4, and with it reversed North 36½ degrees East 125 feet to the beginning. It being the same property conveyed to the said party of the first part by The Cumberland Realty & Storage Company, by deed of even date herewith and to be recorded among the Land Records of Allegany County simultaneously with these presents, to which deed reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Twenty Five Hundred Dollars (\$2500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Compared and Mailed Unrecorded
To N.Y. P.O. by 3224
Mar 4 1950

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest
Morris Baron
Aron Lazarus Jr. (Seal)
(Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 27th day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Aron Lazarus Jr.

and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Charles W. Yergan one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Morris Baron

Notary Public

Walter W. Hartman et ux
To
Ivalew Rice

Filed and Recorded February 28th 1950 at 3:10 P.M.

Mortgage
(Stamps \$1.10)

This Mortgage, Made this 21st day of February
in the year Nineteen Hundred and Fifty

, by and between

Walter W. Hartman and Mae Viola Hartman, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Ivalew Rice

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH;

Whereas, the parties of the first part are now indebted to the party of the second part in the full and just sum of One Thousand (\$1,000.00) Dollars, payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than \$15.00 interest to be calculated every six months on the principal due at the beginning of said six months and all payments made during said period to be then applied first to interest and balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground situate in Allegany County, Maryland, in the City of Cumberland, known and distinguished as part of Lots Nos. 37 and 38 in Twigg's Addition, a Plat of which is filed among the Land Records of Allegany County in Liber No. 118, folio 727, and particularly described as follows to-wit: Beginning for the same at the intersection of the Northeasterly side of Warren Street with the Southeasterly side of Myrtle Street, and running thence with Myrtle Street, North 43 degrees 40 minutes East 100 feet; then South 46 degrees 20 minutes East 40 feet; then across said two lots and by a line parallel with the first line of this description, South 43 degrees 40 minutes West 100 feet to Warren Street; then with Warren Street 40 feet to the place of beginning.

Being the same property conveyed by Arthur J. Wilson et ux to Walter W. Hartman et ux by deed dated August 14, 1931, and recorded in Liber No. 166, folio 329, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of One Thousand (\$1,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said William A. Crider and Delpha M. Crider, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said William A. Crider and Delpha M. Crider his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors or and

~~assigns, or F. Brooke Whiting~~ assigns, or F. Brooke Whiting, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have

been then matured or not; and as to the balance, to pay it over to the said William A. Crider and Delpha M. Crider, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said William A. Crider and Delpha M. Crider, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Hundred---

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs or assigns~~, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest	William A. Crider	(Seal)
	Delpha M. Crider	(Seal)
		(Seal)
		(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of March

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William A. Crider and Delpha M. Crider, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton Vice President an agent of the Cumberland Savings Bank of Cumberland, Maryland, and the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice President and agent, of the Cumberland Savings Bank of Maryland, and Notarial Seal the day and year aforesaid Cumberland, Maryland and duly authorized to make this affidavit.

Ethel McCarty

Notary Public

Norbert J. Zeller et ux
To

Filed and Recorded February 16th 1950 at 10:20 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$16.50)

PURCHASE MONEY

This Mortgage, Made this 15th day of February in the year Nineteen Hundred and Fifty by and between Norbert J. Zeller and Hazel E. Zeller, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Fourteen Thousand Nine Hundred and Fifty Dollars (\$14,950.00), which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of One Hundred Fifty-eight Dollars and Fifty-eight Cents (\$158.58), on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST PARCEL: All that lot or parcel of ground situated on the southerly side of Braddock Road opposite the Allegany Grove Camp Ground known and designated as Lot No. 3 in Glenview Terrace Addition about five (5) miles westerly of the City of Cumberland, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a spike standing on the southerly edge of the concrete shoulder of the Braddock Road, said spike also standing at the end of the first line of the parcel of ground conveyed by Norbert J. Zeller et ux to Robert L. Zeller, by deed dated December 20, 1946, which is recorded in Liber 218, folio 663, one of the Land Records of Allegany County, Maryland; said spike also standing North 19 degrees 43 minutes East 60.4 feet from the most northerly corner of the dwelling standing on the aforementioned Robert L. Zeller parcel of ground and also standing North 45 degrees 17 minutes West 61.8 feet from the Northwesterly corner of the dwelling standing on this described parcel of ground, and running then with the southerly edge of the concrete shoulder of said Braddock Road North 57 degrees 30 minutes East 80 feet to a spike then at right angles to said Braddock Road South 32 degrees 30 minutes East 140 feet to a point, then South 57 degrees 30 minutes West 80 feet to a locust stake standing at the end of the second line of the aforementioned Robert L. Zeller parcel of ground and then reversing said second line North 32 degrees 30 minutes West 140 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of the Cumberland Cement and Supply Company of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

SECOND PARCEL: All that certain piece or parcel of ground situated on the Northwesterly side of the Braddock Road in the Allegany Grove Camp Ground Addition a portion of which is recorded in Plat Book No. 1, folio 55, being part of Lots nos. 1, 2 and 3 of said Addition and which is more particularly described as follows, to-wit:

BEGINNING for the same at an iron bar stake at the intersection of the easterly side of a 20 foot Street with the Northerly side of Braddock Road and running thence with said Road North 74 degrees 51 minutes East 113.7 feet to a stake at the end of the first line of a deed from Eleanor Humbird to Allegany Grove Camp, dated May 28, 1890, and recorded in Liber 68, folio 433, one of the Land Records of Allegany County, then reversing a part of said third line North 21 degrees 32 minutes West 88.2 feet to the end of the second line of a deed from Norbert J. Zeller et ux to The Cumberland Cement and Supply Company dated November 12, 1947, which is recorded in Liber 218, folio 110, one of the Land Records of Allegany County, Maryland, then reversing said second line South 57 degrees 42 minutes West 121.5 feet to a stake on the easterly side of aforementioned 20 foot Street, and then with said Street, South 32 degrees 18 minutes East 54.4 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of The Cumberland Cement and Supply Company dated July 6, 1945, which is recorded in Liber 225, folio 442, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On here and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public lions levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen thousand nine hundred fifty (\$14,950.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s
Attest: Gerald L. Harrison Norbert J. Zeller (SEAL)
Hazel E. Zeller (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 15th day of February in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Norbert J. Zeller and Hazel E. Zeller, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Homer L. Williams et ux

To

Filed and Recorded February 20th 1950 at 2:30 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 20th day of February in the

year Nineteen Hundred and forty five by and between

Homer L. Williams and Bernadette B. Williams, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

That the said mortgagee has this day loaned to the said mortgagors, the sum of Forty two Hundred and Fifty (\$4250.00) Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty two and 50/100 (\$42.50) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land lying and being in Cumberland, Allegany County, Maryland, being Lot No. 27 of Block No. 7 in Rose Hill Addition to Cumberland, a plat of which said Addition is recorded in Liber No. 97, folio 385, and which said lot is described as follows:

BEGINNING on the North side of Patterson Avenue and at the end of the first line of Lot No. 26, and running thence with said Avenue, North 57 degrees East 25 feet, thence North 33 degrees West 100 feet to Arnett Terrace, and with it, South 57 degrees West 25 feet to the end of the second line of Lot No. 26, and with it, reversed, South 33 degrees East 100 feet to the beginning.

It being the same property conveyed by Ralph F. Dumire and Ruby M. Dumire his wife, to Bernadette B. Williams, by deed dated the 20 day of February, 1950, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors , their representatives, heirs or assigns.

And the said mortgagor s , further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-two hundred and fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors , as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison Homar L. Williams (SEAL)
Bernadette B. Williams (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 20th day of February in the year nineteen hundred and ~~xxxxx~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Homar L. Williams and Bernadette B. Williams, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 (Notarial Seal) Gerald L. Harrison
 Notary Public

Enos E. Bennett et ux

To
 First Federal Savings and Loan Association of Cumberland

Mortgage

(Stamps \$4.40)

This Mortgage, Made this 20th day of February in the year Nineteen Hundred and Forty Five by and between Enos E. Bennett and Julia V. Bennett, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: Whereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of Forty One Hundred and Fifty (\$4,150.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty (\$50.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot, piece or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 26 in West View Park Addition to Cumberland, Maryland, and particularly described as follows:

BEGINNING at the intersection of the easterly side of the Baltimore Pike with the Northerly side of Alley C, said beginning being North 49 degrees 22 minutes west 17 feet from an iron bar planted on the Easterly side of said alley, and running thence with said Pike, North 19 degrees 51 minutes east 33 1/2 feet; then South 68 degrees 20 minutes east 96-3/4 feet to Alley D, and with it South 41 1/2 degrees West 62-4/10 feet to Alley C, and with it North 49 degrees 22 minutes West 77-8/10 feet to the beginning.

It being the same property conveyed to Enos Earl Bennett and Julia V. Bennett his wife, by Clarence E. Metz and Edna Pearl Metz, his wife, by deed dated the 26th day of March, 1943, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 195, folio 520.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Further with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-one hundred and fifty Dollars, end to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Enos E. Bennett (SEAL)

Julia V. Bennett (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 20th day of February in the year nineteen hundred and forty Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Enos E. Bennett and Julia V. Bennett, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison
Notary Public

Theodore L. Grove et ux
To

Filed and Recorded February 23rd 1950 at 10:50 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$3.30)

This Mortgage, Made this 20th day of February in the year Nineteen Hundred and forty Fifty by end between Theodore L. Grove and Agnes G. Grove, his wife, of Allegany County, in the State of Maryland part lies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three thousand (\$3,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of Fifty-six and 62/100 (\$56.62) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First: All that lot or parcel of ground situated in the Second Addition of Bowling Green, and known and distinguished on the plat thereof, which said plat is duly filed in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, as Lot No. 71, and more particularly described as follows, to-wit:

BEGINNING at a point on Bowling Avenue at the end of the first line of Lot No. 70, end running thence with said Avenue South 20 degrees 39 minutes East 40 feet, thence South 69 degrees 21 minutes West 120 feet to a 20 foot alley, and with said alley, North 20 degrees 39 minutes West 40 feet to the end of the second line of Lot No. 70, and with said line reversed, North 69 degrees 21 minutes East 120 feet to the place of beginning.

This being the same property which was conveyed by Howard Buchanan, Inc., a corporation of the State of Maryland, unto the said Theodore L. Grove and Agnes G. Grove, his wife, by deed dated September 30, 1938, and recorded among the Land Records of Allegany County in Liber 181, folio 513.

Second: All that lot or parcel of ground situated on the Northeastly side of Wills Creek Avenue, in Sulphur Spring Hollow, in Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same on the northeastly side of Wills Creek Avenue at a point distant thirty feet measured in a northerly direction along the northeastly side of said Avenue from the end of the first line of the lot conveyed by Margaret Sloan and others to Charles W. Rosenmarkle and others by deed dated July 1, 1919, and recorded in Liber No. 128, folio 109, of the Land Records of Allegany County, and running thence with the northeastly side of Wills Creek Avenue, North sixteen degrees West five feet, then North sixty-five degrees and forty minutes East two hundred and thirty-five feet, more or less, to the Westerly line of St. Peter and Paul's Cemetery, it being also the third line of said original lot, and with part of said third line, South seventeen degrees West forty-five feet, to the second line of said Rosenmarkle Lot, then with part of said second line reversed, South sixty-five degrees and forty minutes West one hundred and ten feet to a point one hundred feet distant from the northeastly side of Wills Creek Avenue, then parallel with and one hundred feet distant from the Northeastly side of Wills Creek Avenue, North sixteen degrees West thirty feet, then South sixty-five degrees and forty minutes West one hundred feet, to the place of beginning. It being part of the same property conveyed to George W. Gormer and wife by Ernest Marshall Thomas and wife, by deed dated July 2, 1923, and recorded in Liber No. 143, folio 656, of the Land Records of Allegany County.

It being the same property conveyed to T. Lawrence Grove and Agnes G. Grove, his wife, by deed from George W. Gormer and Sarah E. Gormer, his wife, dated the 27th day of May, 1927, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 155, folio 411.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On here and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed In Witness Whereof
To the Wills Creek Ave. Co.
Mar 1 1950

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, on this mortgage or note, or the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest:

Gerald L. Harrison

Theodore L. Grove

Agnes G. Grove

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 20th day of February

in the year nineteen hundred and ~~1944~~ 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Theodore L. Grove and Agnes G. Grove, his wife,

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Carl E. Jones et ux
To

Filed and Recorded February 27th 1950 at 10:15 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$3.30)

This Mortgage,

Made this 24th day of February in the year Nineteen Hundred and ~~Forty~~ Fifty by and between Carl E. Jones and Dorothea A. Jones his wife, of Allegany County, in the State of Maryland part les of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Three Thousand Dollars and 00/100 Cents (\$3,000.00), which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following: By the payment of Thirty-two dollars and fifty-six Cents (\$32.56) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land situated, lying and being near the Village of Hazen, on Bottle Run, in Allegany County, Maryland, and which is particularly described as follows, to wit:

BEGINNING at an iron pin, driven in the ground, on the southerly side of the public road leading up Bottle Run, standing at the end of the tenth line of the first parcel of ground as conveyed by Ida S. Glisan to Atlee B. Hott, et ux by deed dated March 7, 1930, and recorded among the Land Records of Allegany County in Liber 162, Folio 609, and running thence with the lines of said first parcel as corrected for variation, South 68 degrees West 132 feet to an Iron Pin, North 54 degrees 30 minutes West 396 feet to a stake, North 72 degrees 30 minutes West 50 feet to a stake standing North 23 degrees East 4-3/4 feet from a Sycamore tree marked with three notches, thence leaving the lines of said first parcel North 23 degrees East 126.3 feet to a stake on the Southerly edge of the aforesaid public road leading up Bottle Run, thence with the Southerly edge of said public road, South 66 degrees 40 minutes East 128 feet to a small spruce tree marked with three notches, South 51 degrees 10 minutes East 417 feet to the place of Beginning. Containing 1.4 acres, Surveyed November 1, 1930.

SECOND. All that lot or piece or parcel of land, lying and being on the Hill side just South of Bottle Run, in or near the Village of Hazen, Allegany County, Maryland, and being part of a tract of land called "The Honest Miller" and being more particularly described as follows to wit:

BEGINNING at a stake standing at the Westerly end of the third line of a parcel or tract of land conveyed by Atlee B. Hott et ux to James M. Sharer by deed dated February 20, 1931, and recorded in Liber 165, Folio 132, one of the Land Records of Allegany County, Maryland, said stake standing North 23 degrees East 4-3/4 feet from a Sycamore tree marked with three notches, and running thence South 23 degrees West 35 feet to a stake, and thence South 55 degrees 50 minutes East 432 feet to a stake, and thence North 43 degrees East 35 feet to an iron pin on the South-westerly end of the first line of the aforementioned tract of land as described in said deed to James M. Sharer dated and recorded as aforesaid and thence with and along the entire second and third lines of said deed North 54 degrees 30 minutes West 396 feet to a stake North 72 degrees 30 minutes West 50 feet at the aforementioned stake to the place of beginning.

BEING the same property conveyed by Hugh McMullen Shaffer (Unmarried) unto Carl E. Jones and Dorothea A. Jones, his wife, by deed dated August 12, 1940, which is recorded in Liber 188, Folio 564, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

Un here and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars and 00/100 Cents (\$3000.00) ~~and~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

Carl E. Jones (SEAL)
Dorothea A. Jones (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 24th day of February

in the year nineteen hundred and forty ~~forty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Carl E. Jones and Dorothea A. Jones, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

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Quentin L. Griffey et ux

To

Filed and Recorded March 1st 1950 at 2:40 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland
PURCHASE MONEY

This Mortgage, Made this 28th day of February

in the year Nineteen Hundred and forty ~~forty~~ fifty, by and between Quentin L. Griffey and Hazel R. Griffey, his wife,

of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand (\$3,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-four and 52/100 (\$24.52) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situated on the Northerly side of Front Street in the Town of Ellerslie, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake on the Northerly side of Front Street at the beginning of the first line of the land conveyed by deed dated May 21st, 1924, by Hannah A. Henderson to Ivrin S. Lowery, and recorded in Deed Liber No. 147 Folio 147, Land Record of Allegany County, Maryland, thence with the Northerly side of Front Street and with said first line South 84 degrees 40 minutes West 35 feet to a stake at a fence post, thence North 8 degrees 0.5 minutes West 130 feet with a division fence to a stake, thence North 84 degrees 40 minutes East 35 feet thence South 8 degrees 0.5 minutes East 130 feet to the place of beginning as surveyed by Carl A. Lowe, Civil Engineer, on March 29, 1946.

It being the same property conveyed by Elmer V. Stuby and Jewel D. Stuby his wife, to Quentin L. Griffey and Hazel R. Griffey his wife, by deed dated the 25 day of February 1950 and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s
Attest: Gerald L. Harrison

Quentin L. Griffey (SEAL)
Hazel R. Griffey (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 28th day of February in the year nineteen hundred and 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Quentin L. Griffey and Hazel R. Griffey his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Norman F. Knight et ux

To

Filed and recorded March 1st 1950 at 2:40 P.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 28th day of February

year Nineteen Hundred and 1950 by and between

Norman F. Knight and Gertrude Knight, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

That the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty Hundred Eighty Two Dollars and 00/100 Cents (\$2082.00)

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-four Dollars and 00/100 Cents (\$24.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated about four (4) miles Northeasterly of Cumberland, Allegany County, Maryland, and just Northerly of the Bedford Road which said parcel is more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing on the westerly side of a proposed 18 foot road, said stake standing South 52 degrees 44 minutes East 23.1 feet from the Easterly corner of the Herman B. Frantz new dwelling, said iron stake also standing South 83 degrees 47 minutes West 18.2 feet from the end of the second line of a parcel of ground conveyed from Jesse E. Pittman et ux to John Henry Clark et ux dated the seventh day of September, 1938, and recorded in Liber 181, Folio 386, one of the Land Records of Allegany County, Maryland, and running then with the Northwesterly side of said 18 foot street (Magnetic bearings as of July 6, 1939, and with horizontal measurements) North 9 degrees 58 minutes West 116.3 feet to an iron stake, then North 18 degrees 45 minutes West 109.8 feet to an iron stake on the Southerly side of a 12 foot alley, then with said alley leaving the 18 foot road way South 54 degrees 31 minutes West 118.15 feet to an iron stake standing on the division line of the Frantz property, then with said division line and with the fence line South 33 degrees 2 minutes East 271.1 feet to an iron stake at the Northwesterly side of the aforementioned 18 foot road, and then with said road North 3 degrees 32 minutes East 77.5 feet to the place of beginning, containing .45 acres, more or less.

BEING the same property which was conveyed unto Norman F. Knight and Gertrude Knight his wife by deed of Herman B. Frantz and Virginia L. Frantz, his wife, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Including an easement along with others into the 18 foot driveway and 12 foot alley above mentioned in the description of the within conveyed property for the purpose of ingress, egress, and regress.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Hundred eighty-two dollars (\$282.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagor s

Attest: Gerald L. Harrison

Norman F. Knight (SEAL)
Gertrude Knight (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, in wit:

I hereby certify, That on this 28th day of February

in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Norman F. Knight and Gertrude Knight, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid,
(Notarial Seal) Gerald L. Harrison

Notary Public

Ward Merley Yaider et ux
To

Filed and Recorded March 3rd 1950 at 10:10 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

(Stamps \$1.10)

This Mortgage, Made this 2nd day of March in the year Nineteen Hundred and forty fifty by and between Ward Merley Yaider and Annie Garroll Yaider, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Twelve Hundred Dollars and 00/100 Cents (\$1200.00)

which said sum the mortgagors s agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-three Dollars and Twenty Cents (\$23.20) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the Easterly side of Day Street known and designated as Lots Nos. 72 and 79 and part of Lots Nos. 73, 74 and 80 in Laing's Addition to Cumberland, Allegany County, Maryland, a plat of which said Addition is recorded in Liber 99, Folio 721, one of the Land Records of Allegany County, Maryland, which said parcels are more particularly described as a whole as follows, to wit:

BEGINNING for the same on the Easterly side of Day Street at the end of the second line of Lot No. 33 in said Addition and then running with the third lines of Lots Nos. 33, 32, 31 and 30 in said Addition, South 53 degrees 48 minutes East 201 feet to the Westerly side of Emma Street, then with said street South 36 degrees 12 minutes West 81.1 feet to the Northerly fence line of the Baltimore and Ohio Railroad Company's property, then with said boundary North 63 degrees West 203.62 feet to the Easterly side of Day Street and then with said Street North 36 degrees 12 minutes East 110 feet more or less to the place of beginning.

Reserving however a ten (10) foot strip of land running from Day Street to Emma Street along the said third lines of Lots Nos. 33, 32, 31 and 30 in said Addition for an alleyway.

BEING the same property which was conveyed unto the parties of the first part by deed of Bessie A. Fisher et vir, dated June 2, 1945, which is recorded in Liber 204, Folio 331, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Geo W Legge, Atty Genl
March 19 50

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Dollars and 00/100 Cents (\$1200.00) backwards, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Ward Merley Yaider (SEAL)

Annie Carroll Yaider (SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 2nd day of March

in the year nineteen hundred and twentieth fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ward Merley Yaider and Annie Carroll Yaider, his wife,

the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Edna I. Miller et al

To

Filed and Recorded March 7th 1950 at 11:30 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 3rd day of March in the year Nineteen Hundred and twentieth fifty by and between Edna I. Miller (widow) and Janet L. Johnson (widow) of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Two Thousand (\$2,000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty (\$20.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: First Parcel: All that lot or parcel of ground situated near the Valley Road about one mile Northeastly of the City of Cumberland Allegany County, Maryland, being Lots Nos. 705 and 769, Section "B" as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit: BEGINNING at a point on the Westerly side of Forest Avenue at the end of the first line of Lot No. 704, and running thence with the Westerly side of said Avenue North 46 degrees 57 minutes East 40 feet to the Southerly Lines of Lot No. 706 then with the Southerly lines of Lots 706 and 770, then in a North-westerly direction 203 feet more or less, to the Easterly side of Trenton Street, then with the Easterly side of Trenton Street, in a Southwesterly direction 40 feet more or less, to the end of the first line of Lot No. 768 thence with the Southerly lines of Lots No. 768 and 704 in a Southeastly direction 200 feet more or less to the beginning. Second Parcel: All those lots or parcels of ground situated near the Little Valley Road about one and one half mile Northeastly of the City of Cumberland, Allegany County, Maryland, being Lots Numbers 706 and 770 Section "B" of Bowman's Cumberland Valley Addition to Cumberland, Maryland, as shown on the Amended Plat No. 2 of said Addition and described in one parcel as follows, to-wit: BEGINNING at a point on the west-erly side of Forest Avenue at the end of the first line of Lot Number 705 and running thence with the Westerly side of said Avenue, North forty-six (46) degrees fifty seven (57) minutes East forty (40) feet; thence leaving said Avenue and running in a Northwesterly direction parallel with Brown Street two hundred ten (210) feet more or less, to the easterly side of Trenton Street; thence with the Easterly side of Trenton Street in a Southwesterly direction forty (40) feet more or less, to the end of the first line of Lot Number 769, thence with the second line of Lot Number 769 and with the second line of Lot Number 705 reversed and parallel with Brown Street 205 feet more or less to the beginning. Third Parcel: All those lots or parcels of ground situated near the Little Valley Road about one mile Northeastly of the City of Cumberland, Allegany County, Maryland, being Lots Nos. 703, 704, 767 and 768, Section "B" as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and more particularly described as follows, to-wit: BEGINNING at a point at the intersection of the Westerly side of Forest Avenue with the North-erly side of Brown Street and running thence with the Westerly side of said Avenue North 46 degrees 57 minutes East 80 feet, then parallel with Brown Street in a Northwesterly direction 200 feet, 57 minutes East 80 feet, then parallel with Trenton Street, then South 39 degrees 26 minutes West 80-7/10 more or less to the Easterly side of Trenton Street, then South 39 degrees 26 minutes West 80-7/10 feet, to the intersection of the Easterly side of said Trenton Street with the Northerly side of Brown Street then with the Northerly side of Brown Street in a Southeastly direction 190 feet, more or less, to the beginning.

It being all of the same property conveyed by Thomas Edward Brown and Mildred R. Brown, his wife, to Edna I. Miller widow, and Janet J. Johnson widow, by deed dated the 3rd day of March, 1950, which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To: Edna I. Miller et al
March 7 1950

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Edna I. Miller (widow) (SEAL)
Janet L. Johnson (widow) (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 3rd day of March in the year nineteen hundred and ~~four~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Edna I. Miller (widow) and Janet L. Johnson (widow) the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Gerald L. Harrison
Notary Public

Julius Hast et ux et al
To
Filed and Recorded March 10th 1950 at 3:30P.M.
First Federal Savings and Loan Association of Cumberland

Mortgage
(Stamps \$.55)

This Mortgage, Made this 7th day of March in the year Nineteen Hundred and ~~Forty~~ Fifty by and between Julius Hast and Elizabeth Hast, his wife, and Katherine Hast and Anna C. Hast, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:
Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Hundred Fifty Dollars and 00/100 Cents (\$750.00) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:
By the payment of Fourteen Dollars and Fifteen Cents (\$14.15) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of Paca Street in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot Number Seventy Six of the Original Town Lots of Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the southerly side of Paca Street with the westerly side of Spruce Alley, and running thence with the southerly side of Paca Street North $83\frac{1}{2}$ degrees West 25 feet, then parallel with Spruce Alley, South $6\frac{1}{2}$ degrees West 110 feet, then parallel with Paca Street, South $83\frac{1}{2}$ degrees East 25 feet to the westerly side of Spruce Alley; then with said side of said Alley, North $6\frac{1}{2}$ degrees East 110 feet to the place of beginning.

BEING the same property which was conveyed unto George W. Hast by deed of Julius Hast, et ux dated February 10, 1920, which is recorded in Liber 131, Folio 543, one of the Land Records of Allegany County, Maryland, the said George W. Hast dying intestate on May 11, 1940, leaving Julius Hast, Andrew C. Hast, Anna C. Hast, Henrietta C. Hast and Katherine Hast as his sole heirs at law, the said Andrew C. Hast dying intestate on December 1, 1943 and the said Henrietta C. Hast dying intestate on January 1, 1948, leaving Julius Hast, Anna C. Hast and Katherine Hast as their sole heirs at law.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To St. W. Legge, Atty. City
Mar 15 1950

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Fifty Dollars (\$750.00) ~~Dollars~~, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors
Attest: Gerald L. Harrison

Julius Hast (SEAL)
Elizabeth Hast (SEAL)
Katharine Hast (SEAL)
Anna C. Hast (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 7th day of March in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Julius Hast and Elizabeth Hast, his wife, Katharine Hast and Anna C. Hast

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Gerald L. Harrison
Notary Public

Roger H. Norris

To
Filed and Recorded February 24th 1950 at 8:30 A.M.
Cumberland Finance Corporation

Chattel Mortgage

THIS CHATTEL MORTGAGE, Made this 23 day of Feb 19 50
by Roger H. Norris

of the City of 520 Dryer Ave. Cumb. Md.

State of Maryland, hereinafter called "Mortgagor," to CUMBERLAND FINANCE CORPORATION
~~exclusive corporation~~

40 Pershing Street, Cumberland, Maryland

Witnesseth: That for and in consideration of the sum of Four Forty Seven 78/100 Dollars (\$ 447.78), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. _____ Street
in said City of _____, in said State of Maryland, that is to say:

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in 520 Dryer Ave. Cumb. Md.
Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Pontiac	P8HA	1940	8-213027	P8HA-8487	4 Doorsedan

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Four Hundred Forty Seven 78/100 Dollars (\$ 447.78) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments as follows: 11 installments of \$ 37.31 each; 1 installments of \$ 37.37 each; 4 of each month beginning on the 4 day of April, 19 50 with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 26.87 ; and service charges, in advance, in the amount of \$ 17.91 . In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

Compared and Mailed Delivered
To Mr. C. C. Legge
Mar 4 1950